



The MOU

A Tool for Formalizing Partnerships

AT A GLANCE

Intermediaries can use memoranda of understanding (MOUs) to better fulfill their roles as connectors among partners working to provide college and career pathways. This guide describes the purpose of an MOU, outlines the process for developing one, and provides sample templates that can be adapted.

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About JFF

JFF is a national nonprofit that drives transformation in the American workforce and education systems. For more than 35 years, JFF has led the way in designing innovative and scalable solutions that create access to economic advancement for all. www.jff.org

About Building Equitable Pathways

Building Equitable Pathways is funded by the Bill & Melinda Gates Foundation and aims to provide youth with the information and support they need to make informed choices for their futures—especially young people who historically have been denied access to these key resources. The goal is to dramatically increase the number of young people, ages 14 to 24, who are Black, Latinx, or experiencing poverty, who have the agency, social capital, skills, and credentials needed to thrive in the workforce and in life. A deep commitment to diversity, equity, and inclusion stands at the heart of this initiative.

www.jff.org/equitablepathways

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Introduction

Intermediaries that support career pathways with opportunities for work-based learning or postsecondary coursework must enter into long-term relationships with other organizations and their leaders. As organizations that help partners to connect and build relationships, intermediaries are often responsible for structuring cooperative and collaborative working relationships among representatives of these organizations; they help partners come to a consensus on strategies, timelines, goals, outcome measurements, and more. A memorandum of understanding, commonly called an “MOU,” is often used to bring together disparate partners. An MOU is a nonbinding agreement between two or more parties that establishes clear guidelines and expectations for how organizations will work together to accomplish shared goals.

This guide outlines the variety of MOUs that surface frequently in pathways-related work, including those related to dual enrollment, work-based learning, regional steering or advisory committees, and data sharing. This easy-to-use resource does the following:

- Outlines the purpose and basic components of an MOU
- Explains the process for developing an MOU in collaboration with key stakeholder partners
- Provides sample MOUs related to college and career pathways that can either serve as a template that you can modify based on your unique needs and context or can help inform the development of your own unique terms and conditions

Because MOUs require much collaborative forethought and collective planning time, as well as input from each partner, they often lead to greater buy-in to project goals and smoother relationships among partners. An MOU can be particularly useful when a joint project or initiative is complex or has many parts, or where a commitment to shared goals must be negotiated between parties that operate with differing goals and in diverse ecosystems.

Although it is not always obvious to those seeking to craft an MOU, the process of crafting a signed agreement can be the most useful first step in establishing relationships among the partners. Setting the terms of an MOU requires structured and well-facilitated discussions about what the various partners will accomplish together, their mutual expectations, and what each partner will contribute to the effort as a whole. Participants will also need to decide the level of detail required in the MOU and learn to accept that some important elements will need to be left unspecified.

Employers, school districts, and colleges each have their own cultures, legal structures, and established rules and guidelines for doing their work. Most intermediaries will also be working with employer associations, community-based organizations, and nonprofit providers of specific services. Even when all of the parties are invested in and committed to social goals, such as

decreasing inequality and promoting upward economic mobility for young people, figuring out how best to work together can be challenging. As the partners collaborate to address complex issues over multiple years, they will encounter barriers and obstacles along the way—some of them unanticipated. Indeed, the most frequent request that JFF receives from clients seeking help is to facilitate agreements about how all of the parties involved in pathways initiatives will work together. This is where an MOU comes into play.

An MOU is the best vehicle for such agreements for several reasons. It can provide the following:

- A framework to inform the work to be completed
- A common vision for the desired outcome
- A decision-making structure, including whether members can assign a delegate to participate in their place
- A set of expectations for all partners, including timelines, shared goals, roles, responsibilities, and involvement in meetings
- A way to minimize uncertainty and reduce the risk of misunderstandings
- A living document that is created with the expectation that it can be modified periodically

As helpful as MOUs can be, they are not appropriate for every situation. See Table 1 for some key questions to consider when deciding whether to establish an MOU.

Table 1: Key Questions to Determine Whether an MOU Is the Right Approach

Magnitude of project or scope of work	Are there multiple components or moving parts that require a clear breakdown of roles and responsibilities?
Anticipated length of partnership	Does the anticipated length of the partnership warrant the time and effort it takes to establish an MOU?
Complexity of the partnership	Are there multiple partners involved who need a clear understanding of what is expected of them?
Liability involved	Does the partnership involve risk or liability—such as financial obligations, work with minors, or sensitive information—for which clear guidelines are essential?
Level of flexibility needed	Is a contract too formal and a verbal agreement too lax?

If you've answered "yes" to any of the questions above, an MOU may be the right approach for establishing your partnership. Explore the need for an MOU with your partners and organizational leaders and gauge their receptiveness to entering into an MOU.

Practical Considerations

Getting to the MOU

Although most collaborative partners will want to have an MOU, they will want to get to know one another to some degree before starting to craft one. If the collaboration is the result of a philanthropic initiative, the partners will have a proposal and a set of conditions to use as a starting point. During the initial discussions, the parties involved can revisit the proposal and use it as the basis of discussion about what the anticipated work really entails. Over the course of such discussions, they will learn about one another's communication styles, come to understand the constraints under which each organization operates, and learn about the politics and power dynamics within the group as well as any pressures from external stakeholders. Under the best of circumstances, they will build trust, which means that they will be realistic about whether the collaborative work of the group is the top priority or just one of many priorities for each party. Both scenarios are acceptable, but awareness is key.

Recognizing Each Partner's Priorities

The way each partner ranks its priorities can result in power differentials within the group—something that should be anticipated and acknowledged. For example, while the executive director of an intermediary is likely to attend and lead discussions at the outset, a college president is going to delegate a dean or partnership officer to represent the institution. These delegates will have less decision-making autonomy than the intermediary director, which may slow down the process. Or take the example of the creation of a curriculum that aligns high school coursework with postsecondary education in a specific career area for a small group of high school students. The initiative may be a primary activity for the intermediary but a less important task for a community college that serves thousands of students or for a high school that must contend with day-to-day operational challenges. Because of such differences, it is important to set expectations about the frequency of meetings; who will attend them regularly; and whether a two-layered structure is needed, with an executive committee and a working group. This information should be specified in the MOU.

Why Not a Contract?

A contract is a legally binding document that is designed to prevent abuse and protect specific parties rather than to promote understanding. An MOU is not legally binding, so it is a less formal agreement than a contract and more in keeping with the spirit of collaboration that an intermediary organization wishes to establish. Contracts require legal review and are often signed less in a spirit of collaboration and more in the interest of preventing one party from taking advantage of the other.

Most of us routinely sign contracts by mindlessly clicking “agree” on websites that we want to access; in these scenarios, we’re agreeing to give up certain rights in exchange for that access. Contracts bind signatories to specific conditions and are especially useful in situations where money changes hands, loans are made, other complex financial issues are in play, or the terms of employment are specified. They are also difficult to exit compared with MOUs, which provide greater flexibility.

Consider Your Audience

The length of the MOU and the level of detail it provides will vary depending on the types of partners with whom you are working. For example, whereas schools tend to like detailed narratives, employers often prefer brief bullet points containing key information. The number and types of partners involved, the degree of trust they have in you and one another, and the specific institutional requirements to which each organization must adhere should all factor into decisions about the level of detail required. As a general rule, make your MOU as simple and succinct as possible without eliminating fundamental information you or your partners deem important. Include definitions for select terms to ensure a common baseline understanding and eliminate any confusion that may arise from different degrees of exposure to and usage of terms. In our work with clients, we often find widely disparate, inaccurate, or incomplete understandings about what work-based learning entails and what makes for high-quality work-based learning experiences. Defining such concepts and coming to a mutual understanding about them helps align expectations, leaving less up to interpretation.

Common MOUs Related to College and Career Pathways

Intermediaries that support college and career pathways typically broker MOUs that govern:

- Dual enrollment coursework
- Work-based learning activities, including internships
- Cross-sector steering or advisory committees
- Cross-institutional data sharing

Table 2 outlines the key elements typically included and the primary partners involved in each of these types of MOUs. The sample MOUs included in the appendix are also organized based on these categories.

Table 2: Key Elements of Common Pathway MOUs

MOU Type	Key Elements	Primary Parties Involved
Dual Enrollment	<ul style="list-style-type: none"> • Governance, including high-level information about policies and governing bodies overseeing the partnership • How credits will be awarded • Prerequisites for college classes • Access to college/university facilities • Who will teach courses • Where courses will be taught • Cost of tuition and fees • Who will pay for tuition, fees, books, and other course materials • Who will provide and pay for transportation • Revenues and expenditures, including in-kind costs, related to dual-credit activities 	<ul style="list-style-type: none"> • School district or high school, or both • Partnering postsecondary institution

Work-Based Learning	<ul style="list-style-type: none"> • Number and type of work-based learning activities the employer will provide • Duration of and time frame for work-based learning activities • Compensation, if any, for youth • Nature of supervision from both the employer and school • Points of contact for any questions or concerns related to the student and/or the program/activity 	<ul style="list-style-type: none"> • School district or high school, or both • Employer partner • Local workforce development board and/or intermediary partner
Steering or Advisory Committees	<ul style="list-style-type: none"> • Purpose of the committee • Description of the project or initiative • Shared goals or outcomes • Roles and responsibilities of each partner in service to the project • Term length • Meeting frequency 	<ul style="list-style-type: none"> • School district or high school, or both • Employer partners • Partnering postsecondary institutions • Local workforce development board • Community-based organizations • Intermediary partner, if any
Data Sharing	<ul style="list-style-type: none"> • Type of data to which the requesting party will have access, including specific years and the population to which the data corresponds, as well as any personal identifiers needed • Institutional policies related to data storage and data sharing • Guarantees about access to, maintaining the confidentiality of, and the destruction of data • Details about reporting missing data 	<ul style="list-style-type: none"> • School district or high school, or both • Evaluator, if any • Partnering postsecondary institutions • Other relevant partners from whom data will be requested

Checklist of Basic MOU Components

The appendix provides sample MOUs that you can easily adapt to meet your needs. Regardless of whether you use the samples as a starting point or draft your own MOU from scratch, you can use this checklist to ensure that your agreement has all of the necessary elements to meet your goals.

- Parties involved, including organization names and key personnel
- Identifying information, such as addresses
- Name of the project or partnership
- Start and end date for the partnership and terms of service for its members, if applicable
- Common objectives for entering into the MOU
- Contributions each party will make
- If providing services to clients (such as young people), a description of the target populations, services to be provided, who will pay for services, and how payments will be made
- Communication process, including how and when to notify key point people
- Decision-making process
- Reporting or recordkeeping requirements, if any
- Confidentiality assurance, if applicable
- How spending will be authorized and expenses paid
- How disputes will be resolved
- How the MOU may be amended
- Signature page with the names and titles of signatories and the date it was signed

We also highly recommend that you build an annual partnership or project review into the MOU, although it is not required. Doing so will establish the expectation that parties informally and regularly—perhaps annually—evaluate the strength of the partnership, how well the partners are collaborating, what changes are needed to improve processes or outcomes, and how well the parties are meeting the goals of the project or partnership.

Appendix: Sample MOUs

The sample MOUs that follow are adapted from real MOUs that were developed by college and career pathways partners and are organized by common types of pathways-related MOUs. They can either serve as a template for you to modify based on your unique needs and context or can help to inform the development of your own unique terms and conditions.

For ease of use and adaptation, you can also find a word document with the following sample MOUs at www.jff.org/resources/mou-formalizing-partnerships.

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Dual Enrollment Sample 1

MEMORANDUM OF UNDERSTANDING

_____ (herein called the “University/College”) and _____ (herein called the “School District”) enter the following contract and for the terms of which WITNESS THE FOLLOWING:

WHEREAS the parties to this Memorandum of Understanding desire to establish an Early College High School, serving grades _____, and provide Concurrent Enrollment for Academic Dual Credit University/College courses for high school students for whom a smooth transition into postsecondary education is now problematic, including low-income students, students who are highly motivated but have not received the academic preparation necessary to meet high school standards, students who are English language learners, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive; and

WHEREAS Early College High Schools are schools or programs in which students earn both a high school diploma and at least 12 transferable college credits; and

WHEREAS Early College High Schools prepare middle and high school students for successful career and educational futures through a full integration of high school, college, and work experiences, improve academic performance and self-concept, and increase high school and college/university completion rates;

NOW, THEREFORE, the parties to this Memorandum of Understanding mutually agree as follows:

1. **GOVERNANCE:** The Early College High School established under this agreement will be governed by the School District and subject to district, state, and federal policies and requirements. An advisory committee comprising representatives of the University/College and School District will meet monthly to evaluate instructional and programmatic activities; identify problems, issues, and challenges that arise; and make recommendations regarding coordination and collaboration.

2. **PROVISION OF COURSES:** The University/College will give credit for courses for which Course Articulation Agreements have been approved and such courses shall have been evaluated and approved through the official University/College curriculum approval process.

3. PROGRAMS (example):

- a. The *Advanced Manufacturing and Technology Certificate Program* is designed to provide _____ High School students with the advanced manufacturing skills for those seeking employment in machine technology and CNC manufacturing environments. Students will take classes at the University/College with qualified professors. Students will be transported to the University/College from _____ High School in the afternoon of their regular school day. Students will develop advanced manufacturing skills in mathematics, blueprint reading II, principles of quality control, lathe II, milling II, and CNC II. Students spend approximately half their time in classroom activities and half in hands-on activities in the University/College's new Advanced Manufacturing Center. Transportation to the University/College is provided by the School District.

4. **COURSE COMPLIANCE:** The University/College academic department making the courses available is responsible for seeing that course goals and standards are understood, that course syllabus is followed, and that the same standards of expectation and assessment are applied in all sites where the University/College offers courses. The University/College will designate staff personnel to monitor the quality of instruction to assure compliance with the Course Articulation Agreement and the standards established by the State, the applicable Accrediting Body, the University/College, and the School District.

5. **INSTRUCTORS:** All instructors must meet the University's academic requirements, including instructors provided by the School District who will be appointed as University/College Adjunct faculty. The University/College will pay the salary of instructors who teach a campus course. The School District will pay the salary of instructors who teach in the high school.

6. **FACILITIES:** Courses will be conducted at facilities provided by the School District and at the campus of the University/College. High school students and high school instructors will have access to all available instructional and non-instructional resources available on the campus of the University/College. Students and instructors will receive a campus identification card.

7. **TUITION AND FEES:** The School District will be responsible for arranging payment for courses. Students will be exempt from additional mandatory fees such as laboratory, athletics, and student government fees. Based on the Course Articulation Agreement, the University/College will invoice the School District.

8. **BOOKS AND SUPPLEMENTAL MATERIALS:** All textbooks and supplemental materials required for classes, as determined by the Course Articulation Agreement, will be the responsibility of the School District. University/College approved textbooks purchased by the School District may be used for at least _____ years from the date of purchase.

9. **ENROLLMENT:** Upon mutual agreement, the University/College will assist with enrollment/matriculation at the School District _____ time(s) per semester/year for all students who are qualified and wish to enroll in academic dual credit courses. A representative will visit each high school _____ time(s) per semester/year to discuss college course options and enrollment procedures, and to collect completed applications.

10. **INSTRUCTIONAL CALENDAR:** For University/College-credit courses taken for credit in the high school, the instructional calendar to be used is that of the participating School District. For University/College courses taken for credit on the University/College campus, the University/College instructional calendar is to be used.

11. **CONDUCT:** Early College High School students are required to adhere to University/College regulations regarding facilities and equipment usage, and University/College and School District codes of conduct, subject to appropriate action taken by the School District and University/College.

12. **SAFETY:** If any high school student, instructor, or administrator should experience an accident or sudden illness while on the premises of the University/College, the response to such incidents will be based upon operating University/College regulations, guidelines, and procedures.

13. **INDEMNIFICATION OF UNIVERSITY/COLLEGE:** To the extent authorized by law, in consideration of the performance by the University/College of this agreement, the School District does hereby agree to indemnify and hold harmless the University/College, its agents, servants, and employees from and against any and all claims and/or debts from either (1) claimed or actual defects in premises owned or controlled by the University/College and used in the performance of this agreement; (2) any acts or omissions of the University/College, its agents, servants, or employees in the performance of this MOU; (3) the actions of instructors provided by the University/College under this agreement; (4) the actions of the University/College and/or its administrators directly or indirectly affecting students of the School District enrolled or qualified but rejected in the academic dual credit courses; or (5) any acts or omissions of the University/College, its agents, servants, or employees in the performance of this MOU.

14. **INDEMNIFICATION OF SCHOOL DISTRICT:** To the extent authorized by law, in consideration of the performance by the School District of this agreement, the University/College does hereby agree to indemnify and hold harmless the School District, its agents, servants, and employees from and against any and all claims and/or debts from either (1) claimed or actual defects in premises owned or controlled by the School District and used in the performance of this agreement; (2) any acts or omissions of the School District, its agents, servants, or employees, in the performance of this MOU; (3) the actions of instructors provided by the School District under this agreement; (4) the actions of the University/College and/or its administrators directly or

indirectly affecting students of the School District enrolled or qualified but rejected in the academic dual credit courses; or (5) any acts or omissions of the School District, its agents, servants, or employees in the performance of this MOU.

15. CONFIDENTIALITY OF STUDENT RECORDS: A major goal of the program is to significantly increase students' success in secondary and postsecondary education. The parties agreeing to this MOU will complete a data agreement in order to share secondary school and college data to improve instruction and student performance, and progress toward the goals of the initiative. Students who are enrolled are high school students who receive credit for approved coursework. The parties agree to comply with all federal and local regulations regarding the disclosure and maintenance of student data and records.

16. RENEWAL AND TERMINATION OF AGREEMENT: This MOU may be amended by mutual written agreement of both parties. The MOU will be in force for one (1) year following signing and is renewable based on the consent of the signatory parties. The University/College and School District reserve the right to terminate this MOU upon service of written notice to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90-day period expires.

IN WITNESS THEREOF, the parties have duly approved THIS AGREEMENT,

EXECUTED IN TWO original counterparts on _____ (date).

UNIVERSITY/COLLEGE

By: _____
University/College President

SCHOOL DISTRICT

By: _____
School District Superintendent

Dual Enrollment Sample 2

MEMORANDUM OF UNDERSTANDING between _____ (herein called the “University/College”) and _____ (herein called the “School District”).

This agreement outlines a partnership between the University/College and the School District in a collaborative effort to target students enrolled in the Early College High School program and available to all _____ High School students. The goal of this partnership is to _____ (e.g., “support a world-class STEM education that accelerates learning opportunities by engaging students in a pathway toward receiving 12 credits for undergraduate coursework during high school”). Pathways will include _____ (e.g., “the integration of standing Advanced Placement qualifying score agreements and additional articulation for skill-specific coursework offered through the high school at the advanced level”). Eligibility for enrollment in online or face-to-face University/College courses will be determined by _____ (e.g., prerequisite requirements communicated through the University/College program of studies).

The School District will:

- Establish vision, mission, program, and schedule, including supporting students’ readiness for success and retention in their undergraduate course participation.
- Fund student costs to enroll in University/College courses, including tuition, books, and fees.
- Provide dedicated faculty to support student success in college courses.
- Facilitate communications between students, teachers, and families, and University/College faculty, staff, and administration—including collecting and submitting student registration documents.

The University/College will:

- Provide access to enrollment in undergraduate courses, as determined by the School District and University/College team, which provide a range of options for Early College High School students that supplement, rather than supplant, the existing course offerings.
- Work with the School District to train faculty to deliver University/College courses.
- Provide access to the University/College campus and facilities for students enrolled in University/College courses.
- Process student registrations, provide students with transcripts of their coursework, and maintain student transcripts.
- For the _____ High School students enrolled at the University/College following high school graduation, offer a discounted rate of 25% on all tuition and fees (excluding health

insurance, parking, and books) that are not covered by the students' Financial Aid Award received.

Financial Arrangements

Tuition and Fees:

50% cost per course per high school student—waived by the University/College

50% cost per course per high school student—paid by students or the School District

Books:

Purchased through the School District

Agreement Period

This MOU is effective _____ (start date) through _____ (end date). This agreement may be terminated by either party, at any time, without cause, by giving (180) days written notice to the other party.

(Name of authorized rep) _____ Date _____
(Title of authorized rep)

(Name of authorized rep) _____ Date _____
(Title of authorized rep)

Dual Enrollment Sample 3

Memorandum of Understanding

For _____ High School

Between _____ (herein called the “University/College”)

and _____ (herein called the “School District”)

This Memorandum of Understanding is hereby entered into by and between the University/College, acting by and through its President, and the School District, acting by and through its Superintendent.

I. PREAMBLE

WHEREAS the parties to this Memorandum of Understanding desire to establish _____ Early College High School (herein called the "ECHS"), serving grades nine through 12, and provide dual enrollment for academic dual credit college courses for high school students. The majority of the student population of the ECHS will be composed of students from low-income families, students from disadvantaged groups, students who may not have received the academic preparation necessary to meet for-credit college entrance standards, students who are English language learners, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive. All incoming grade 9 students are approved to participate in the ECHS.

WHEREAS, traditionally, ECHSs are small schools with enrollments between 400 and 500 or fewer students (100-125 students per grade cohort), _____ High School has been designated by the _____ (authorizing agency) as a standalone Early College High School campus as a result of school demographics and size. Therefore, the School District and University/College will provide all _____ High School students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60 credits) and/or an associate's degree;

WHEREAS Early College High Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high-demand/high-skill career preparation, improved academic performance, and increased high school and college/university completion rates;

WHEREAS both the School District and the University/College are willing and able to participate in the facilitation of this program to benefit the students the program seeks to assist;

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

II. STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

1. GOVERNANCE:

- a. The ECHS established under this agreement will be governed by state and federal laws and regulations, and school district, and college policies and requirements. The School District shall apply to the _____ (authorizing agency) for the establishment and continual approval of Early College High School designation.
- b. A Steering Committee comprised of representatives of the University/College and School District, and co-chaired by the University/College President and School District Superintendent, shall meet at least quarterly, or as mutually agreed to by both parties, to evaluate instructional and programmatic activities; identify problems, issues and challenges that arise; and make recommendations regarding more effective coordination and collaboration. The Steering Committee shall report, at least annually, to their respective boards.

An Advisory Committee will be created for the purpose of establishing local, state, and national partnerships to leverage opportunities for fund development, innovative projects, and overall sustainability. The advisory committee shall meet at least twice annually and shall consist of representatives from the University/College, the School District, and the local and regional community.

The Advisory committee and all other subcommittees established under this entity will report as needed and as requested to the Steering Committee.

- c. The ECHS principal (chief administrative officer of the ECHS) will be appointed by the Superintendent of the School District as principal. The principal will be an employee of the School District. The School District will be responsible for payment of benefits, if any, to the principal, and the principal shall not be entitled to receive employee benefits from the University/College, including, but not limited to, unemployment compensation, workers' compensation, health insurance, and retirement benefits. The School District assumes full responsibility for workers' compensation insurance and for payment of all federal, state, and local taxes or contributions, including, but not limited to, unemployment insurance, Medicare, and income taxes with respect to the principal. Should the school principal position become vacant and the need to appoint a new principal arise, following all School District policies and procedures, the University/College will have the opportunity to be represented on the principal search committee, and take part in the deliberations the School District agrees to assign the principal as soon as a qualified candidate is

identified and hired. An adequate number of faculty for high school credit-only courses, counselor(s), clerical staff, and any other high school personnel that may be necessary will be the responsibility of the School District.

- d. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.
2. **PROVISION OF COURSES:** The University/College will award transcript credit for courses agreed for which dual credit course agreements have been approved and such courses shall be evaluated and approved through the University/College curriculum approval process, and shall be taught at the college level.
3. **COURSES OF STUDY:** The ECHS and the University/College shall provide a course of study that enables a participating student to receive a high school diploma and either an associate's degree or 60 semester hours toward a baccalaureate degree during grades 9-12. The University/College will give credit for courses taken for dual credit for which dual enrollment course agreements have been approved with primary emphasis on the core curriculum requirements for all Associate of Arts and Bachelor of Arts degrees. ECHS students will receive an academic degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the core curriculum, courses for field of study programs can be completed according to the University/College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official University/College curriculum approval process and shall be taught at the college level.
4. **COURSE COMPLIANCE:** The University/College is responsible for involving faculty teaching the discipline in overseeing college course selection and implementation in the high school to ensure that course goals and standards are understood, that course guidelines are followed, and that the same standards of expectations and assessments are applied in all venues where the University/College offers courses. Syllabi, course outlines, and departmental requirements will be completed as determined for courses that are offered for college credit, under the provisions of this agreement. The University/College will designate staff personnel to monitor the quality of instruction in order to assure compliance with the dual enrollment course agreement and the standards established by the state, the applicable accrediting body, the University/College, and the School District.
5. **CURRICULUM ALIGNMENT:** The ECHS and University/College shall maintain curriculum alignment through cross-walks for each academic degree plan. The ECHS will

provide the University/College with programs of study of interest. The University/College will regularly update the ECHS counselor and principal regarding University/College curricular changes. The ECHS is responsible for ensuring that state course requirements for high school graduation are fulfilled.

6. **ADMINISTRATION OF STATEWIDE INSTRUMENTS AND COLLEGE ASSESSMENTS:**

The ECHS shall comply with State Board of Education rules regarding administration of the assessment instruments as required by _____ (relevant policy references) and shall adopt a policy that requires a student's performance on an end-of-course assessment instrument for a course listed in this subsection in which the student is enrolled to account for 15 percent of the student's final grade for the course. In addition, the ECHS must administer a college placement exam to all incoming students in grade 9 to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and willing. The University/College will assist the ECHS in the administration of the college placement exam.

7. **INSTRUCTORS:** All instructors must meet the University/College's academic requirements

for all academic dual credit courses as outlined by established faculty credentialing requirements. The approval process for a School District faculty member who might teach a dual enrollment course will be consistent with the standards used to hire a faculty member for the course taught on the University/College campus. The University/College department chair has full authority to interview and to make the final decision regarding the approval and dismissal of faculty teaching courses for University/College in the high schools based on credentials, teaching experience, presentation, subject knowledge, and other instructional factors related to the subject matter. The School District will provide and will be responsible for the evaluation and assessment of instructors and staff for high school credit-only courses conducted in the ECHS. The University/College will provide an instructor who meets the University/College's academic requirements for that course, provided the class has an enrollment of a minimum of _____ (minimum number, such as 15) students and no more than _____ (maximum number, such as 25) students. Exceptions to enrollment minimum and maximum allotments require University/College and departmental approval.

8. **GRADING PERIODS AND POLICIES:** Semester grades and grading policies are outlined in

each instructor's course syllabus. ECHS students will be informed by the instructor of academic progress/grade status prior to the last day to drop/withdraw from courses at the University/College. ECHS students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course or the

ECHS. ECHS personnel are responsible for advising ECHS students concerning academic progress in the high school component of the course.

All grade reports for all students will be produced and disseminated no later than 72 hours (3 business days) following the end of the academic term according to the published schedule. Grades are due to the Office of Admissions by the published date and time. Term and cumulative grade point averages (GPAs) will be reflected on grade reports. All transcript corrections due to major change or repeated courses are updated prior to the next grade-reporting period. The University/College's Registrar will provide appropriate security and confidentiality measures for the reporting and posting of grades and the maintenance of transcripts.

The ECHS shall follow School District policy as to the weighing system for the college grade for the ECHS student's final high school GPA.

ECHS students are expected to meet academic standards for coursework completed at the University/College. Students who fail to maintain a cumulative GPA of 2.00 (C average) are considered scholastically deficient and can be placed on early academic alert, mandatory intervention, or academic suspension as appropriate by the University/College or ECHS. All grade points earned by a student will be included in the computation of semester and cumulative GPA. In the case of a repeated course, the last grade recorded will be used in the computation. Good standing, early academic alert, mandatory intervention, and academic suspension are determined each semester (fall or spring) on the basis of the student's current semester GPA. Academic standing requirements are listed in the University/College's academic catalog. Early academic alert, mandatory intervention, and academic suspension at the University/College may last for one semester (fall or spring). Students placed on early academic alert, mandatory intervention, or academic suspension may enroll for summer sessions for the purpose of raising their cumulative GPA to the level required for good standing. Continued enrollment in the ECHS and University/College will be evaluated according to the process developed by the ECHS and University/College.

ECHS students registering for a course for which they have earned a grade of D, F, or W at the University/College will be required to participate in mandatory advising/counseling and comply with the stated provisions included in the student success agreement, academic improvement plan, or probation contract. Students not participating in the mandatory advising requirement will have an administrative hold placed on their record. The hold, which will prevent registration, will be removed upon completion of the mandatory advising session and completion of a student success agreement, academic improvement plan, or probation contract.

Students registering more than two times for a course for which they previously have earned a grade of D, F, or W at the University/College will be limited to enrolling in no more than ____ (number, such as 13) credit hours during the fall and spring terms and ____ (number, such as 7) credit hours during each of the summer terms. Exceptions to the credit hour limit will require the approval of the Division Dean overseeing the course.

The following grading system is used at the University/College:

Grade	Interpretation	Grade Points Per Sem. Hour
A	Excellent	4.0
B	Good	3.0
C	Satisfactory	2.0
D	Minimum Passing	1.0
F	Failing	0.0
I	Incomplete	Not computed
W	Withdrew	Not computed

9. **PROFESSIONAL DEVELOPMENT FOR ECHS FACULTY:** The ECHS and the University/College shall provide opportunities for ECHS teachers and University/College faculty to collaborate through planning, teaching, and professional development. The ECHS will provide common planning time for ECHS instructional faculty and other appropriate staff including school leaders and, when possible, University/College faculty. Teacher mentoring and professional development will be made available where necessary. When possible, the University/College shall participate and create professional development opportunities for ECHS faculty, including adjunct and dual enrollment faculty trainings each semester.

10. **FACILITIES, SERVICES, AND RESOURCES:** Courses will be conducted at the ECHS, and at the ____ Campus (if the University/College has more than one campus) of the University/College. Access to the University/College will be made available following the University/College's academic calendar, including during summer. High school students, instructors, and appropriate staff will receive a campus identification card, and will have access to instructional and certain agreed upon non-instructional resources and services available on the University/College campus. ECHS students are University/College students. Therefore, the University/College's resources and services will be available to

ECHS students to support academic success. The School District and University/College will evaluate facilities use on an ongoing basis and determine the necessity of adjusting access in the future.

11. **TUITION AND FEES:** The University/College waives all student tuition and fees for college courses, including the student advising and library usage fees. The School District will assume responsibility for timely payment of costs incurred to recover University/College expenses for faculty traveling to the ECHS campus or for college course sections whereby a course is provided solely for ECHS students. The School District is encouraged to hire academic master's credentialed faculty for all high school credit-only courses and future college courses to support sustainability of the ECHS. Changes to the funding formula for either the School District or the University/College will be reviewed yearly to determine whether adjustments are needed. Any such adjustments will be communicated to the School District during the spring semester to align with the district's budget process.
12. **INSTRUCTOR COSTS:** The School District will assume responsibility for the timely payment of costs incurred to recover University/College expenses for college courses taught as cohort sections as delineated in the dual enrollment course agreements. The School District is encouraged to hire academic master's credentialed faculty for all high school credit-only courses and future college courses to support sustainability of the ECHS. Changes to the funding formula for either the School District or the University/College will be reviewed yearly to determine whether adjustments are needed. Any such adjustments will be communicated to the School District during the spring semester to align with the district's budget process.
13. **ELIGIBILITY OF ECHS STUDENTS FOR FINANCIAL ASSISTANCE:** ECHS students are eligible for financial assistance for courses taken outside of the course offerings at the ECHS. Tuition and fees are waived when students enroll in classes to advance within their selected degree plans. Courses can be taken during fall, spring, or summer semesters and may include nontraditional course offerings such as distance education courses. Enrollment in courses outside of the student's selected degree plan will require approval from the ECHS principal and counselor and the University/College prior to enrollment in the course.
14. **BOOKS AND SUPPLEMENTAL MATERIALS:** The School District will provide ECHS students with University/College-approved textbooks and supplemental materials, including, but not limited to, departmental course software. The School District will also be responsible for purchasing all textbooks, supplemental materials, supplies, and operational equipment required for high school credit-only classes, and will provide them to students enrolled in the ECHS program. Textbooks purchased by the School District for dual enrollment college courses taught as part of the ECHS academic program can be used for at

least four (4) years from the date of purchase, as mutually agreed upon by both institutions. When the textbook is no longer available from the publishing company or when the textbook is for a technology-based course, the School District is responsible for purchasing new textbooks for ECHS students, as needed. All other textbooks needed for ECHS students taking college classes with regular college students will be the responsibility of the School District and shall be the current textbook as adopted by the University/College's divisions and departments.

15. **INSTRUCTIONAL CALENDAR:** The instructional calendar of the ECHS will mirror that of the University/College, which includes all major holidays and campus closings when facilities are not available or accessible. The ECHS will incorporate a flexible calendar to maintain instructional integrity for both state and college instructional requirements.
16. **STUDENT ENROLLMENT:** Upon mutual agreement, the University/College will assist with enrollment at least ____ (number of times, such as once) per semester for all students who are qualified and wish to enroll in academic dual credit courses. ECHS students must meet the same requirements and pre-requisites as all University/College students for college classes. Currently, ECHS students are exempt from _____ (name of assessment, if applicable). Reading and Writing scores of ____ and Math scores of ____ permit exemption. Academic placement is also based on the assessment scores below. Students wishing to enroll in certificate courses (i.e., career and technical classes) need to _____ enter the requirements here, such as meeting the standard passing score needed for graduation from high school on the English and/or the Math portion of the [name of assessment). ECHS students are required to meet _____ requirements when changes to the exemption scores occur at the state or college level to comply with policy.

Subject Area	Name of Assessment 1	Name of Assessment 2	Course Placement
Reading	(Minimum score)	(Minimum score)	College Reading Standard
Writing	(Minimum score)	(Minimum score)	College Writing Standard
Math	(Minimum score)	(Minimum score)	College Math Standard

Enrollment in dual credit courses is contingent upon ECHS students maintaining scholastic progress standards as outlined in the University/College academic catalog. In addition, an ECHS student who is indebted to the University/College will not be allowed to register until

all financial obligations due are cleared. The ECHS principal's office and counseling center, working with the University/College's _____ (name of office), will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

17. **STUDENT ATTENDANCE POLICIES:** ECHS students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather, or when related to state-mandated assessment days), are in violation of the contract between the ECHS, the University/College, and the _____ (state higher education coordinating board or other governing agency).
18. **STUDENT CONDUCT:** ECHS students are required to adhere to University/College regulations regarding facilities and equipment usage, and University/College and School District codes of conduct and policies, and are subject to appropriate action taken by the School District and University/College.
19. **SAFETY:** If any high school student, instructor, or administrator should experience an accident or sudden illness while on the University/College premises, the response to such incidents will be based upon the guidelines and operational procedures of the School District and University/College regulations as well as other agreements between the School District and the University/College that have been executed for specific issues. Upon mutual agreement, the University/College may require the School District to provide School District staffing or security personnel, when requested by the University/College, for any classes taught by college faculty at the ECHS or at the University/College.
20. **TRANSPORTATION:** The School District will provide transportation to and from the ECHS for their students as required, as deemed necessary, and as appropriate under state law and School District rules and procedures. The School District will also provide transportation for all ECHS field trips for its students.
21. **FOOD SERVICES:** The School District will provide for all student, faculty, and staff meals as required and appropriate under state and federal laws and School District rules and procedures. The ECHS may purchase food on campus on college-visit days.
22. **FUNDING AND AVERAGE DAILY ATTENDANCE (ADA):** The ECHS shall generate ADA funds for the School District from the attendance of students, which will be used to provide funding for the operations and expenditures of the high school as authorized by state law.

23. **EVALUATION:** The School District and the University/College will develop a plan for the evaluation of the ECHS program to be completed each year that will include, but not be limited to, attendance and retention rates, GPA of high school-credit-only courses and college courses, satisfactory progress in college courses, and adequate progress toward the college readiness of students in the program.
24. **DISCONTINUATION OF ECHS OPERATION:** Should the School District or University/College elect to discontinue the operation of the ECHS, the provisions for serving the students will include the following:
- a. When only grade 9 and 10 cohorts are enrolled, the ECHS will discontinue operation at the end of the school year in which the partners decide to close the ECHS. Students in grades 9 and 10 will be received by the comprehensive high school within the district.
 - b. An ECHS with grade 11 and 12 cohorts will continue operation through that cohort's scheduled graduation from the ECHS.

While in the process of discontinuing operation, the ECHS may not enroll any additional students in the ECHS in grades that have been phased out. In addition, while the ECHS is in the process of discontinuing operation, the ECHS must continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS as mandated by the _____ (governing agency) and other regulating partners.

25. **INDEMNIFICATION:** To the extent authorized by law, in consideration of the performance of both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims and liabilities from any acts or omissions of the other party, its agents, servants, or employees, in the performance of this Agreement, except that neither party shall indemnify the other for claims or liabilities arising solely from the negligence, act, or omission of the other party.
26. **AMENDMENT:** The parties to this MOU acknowledge that it may be necessary to amend and/or modify this MOU from time to time in order to address additional concerns or issues that arise as the program progresses. However, no amendment, modification, or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

27. **TERM, RENEWAL AND TERMINATION OF AGREEMENT:** The MOU will be in effect through _____ (end date). The MOU will be reviewed on an annual basis and the parties may mutually agree to renew the MOU for successive one (1) year terms. During any fiscal year, the University/College and School District reserve and have the right to terminate this MOU upon service of written notice to the other party no later than the first business day in _____ (month, such as November). If notice of termination is given, the contract will terminate at the end of the fall semester in that fiscal year during which the terminating party gives the other such written notice to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90-day period expires and after the provisions for serving students through the discontinuation process of the ECHS, as outlined in this MOU, have been fulfilled.
28. **CONFIDENTIALITY OF STUDENT RECORDS:** The parties agree to maintain the records of all students in accordance with all applicable federal, state, and local laws. The parent(s) of any authorized student shall have access to his or her child's records. In accordance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g) and School District Board policy, all records relating to students which are generated or maintained by either party shall be considered education records in accordance with applicable laws and policies. All parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal, and local laws and regulations, including FERPA and School District Board policy. The parties shall not release education records to any third party without prior written consent by the student's parent or other person in lawful control of the student or by a student who is 18 years of age or older, except as otherwise permitted by law.
29. **STUDENT DIRECTORY INFORMATION:** Upon enrolling in a dual enrollment course, the student's information will become part of the University/College's student directory information and subject to the state Public Information/Records Act.
30. **SEVERABILITY:** If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid, or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

31. **STUDENT DATA:** Collecting and sharing data between the University/College, ECHS, and the School District will follow University/College and the School District procedures and policies to provide support for decision-making processes.
32. **NON-DISCRIMINATION:** Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this agreement is prohibited.
33. **NO PARTNERSHIP:** This agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of, or on behalf of the other party.
34. **NOTICES:** Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:
 1. On behalf of the School District:
 - a. (Contact name, phone number, email, mailing address)
 2. On behalf of the University/College:
 - a. (Contact name, phone number, email, mailing address)
35. **STATE LAW TO APPLY:** This agreement shall be construed under and in accordance with the laws of the State of _____ and all obligations of the parties created hereunder are performable in _____ County, _____ (state).
36. **FORCE MAJEURE:** Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If, by reason of force majeure, either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.
37. **CAPTIONS.** The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.
38. **AUTHORITY:** The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.

39. COMMITMENT OF CURRENT REVENUES ONLY (NO APPROPRIATION): In the event that during any term hereof, the governing body of any party anticipates not appropriating, or does not appropriate, sufficient funds earmarked to meet the obligations of such party for a succeeding fiscal year, the non-appropriating party covenants to give written notice of non-appropriation to the other party. Such notice shall be given no later than _____ (date, such as July 1, 2021). Such notice shall entitle both parties to terminate the agreement for the subsequent fiscal year beginning September 1. The parties intend this provision to be a continuing right to terminate this agreement at the expiration of each budget period of each party hereto pursuant to the provisions of _____ (state code).

IN WITNESS THEREOF, the parties have duly approved this MOU, executed in duplicate originals on this [date] of [month], [year].

University/College

(Name of authorized rep)
(Title of authorized rep)

Date

School District

(Name of authorized rep)
(Title of authorized rep)

Date

Work-Based Learning Sample

SUMMER JOBS PROGRAM EMPLOYER AGREEMENT

Work-Based Learning Plan Requirements

The site supervisor agrees to complete the Work-Based Learning Plan in conjunction with a Workforce Investment Board job coach and the intern twice during the placement on the following dates:

Review Date 1:

Expected Start Date:

Job Title:

Review Date 2:

Expected Start Date:

Employer/Workforce Investment Board Agreements

Employer agrees to:

- Provide adequate supervision to participants.
- Provide a description of what the participant will be learning. Please include your expectations, rules and consequences, and the best way to approach you for help.
- Provide adequate projects to fully utilize the participants—highlight goals to work toward.
- Be open to meeting biweekly or more frequently to give feedback on progress, strengths, weaknesses, and any issues.
- Utilize the state Work-Based Learning Plan.
- Provide clear boundaries through formal orientation/training for acceptable and unacceptable behavior.
- Provide open channels of communication with supervising staff.
- Provide a comfortable and safe environment.
- Permit occasional access to the worksite by Workforce Investment Board staff to provide case management, monitoring, and counseling.
- Provide accurate time and attendance records to the Workforce Investment Board via timesheets.
- Assure that no participant will be used to displace regular employees.
- Assure compliance with the Civil Rights Act of 1964.

- Ensure safe working conditions and observance of all applicable Child Labor Laws as described in the supervisor manual.
- Assure compliance with the Americans with Disabilities Act.
- Notify the Workforce Investment Board of accidents within 24 hours of the incident using the accident report provided.
- If a participant does not report to the worksite and/or is consistently tardy, please contact the office immediately.
- Sign all participant time sheets and submit them to the Workforce Investment Board according to the attached schedule. Time sheets must be received by the Workforce Investment Board in order for the participant to be paid.
- Participants are not paid for sick, vacation, or recreation time.
- Please ensure participant time sheets are accurate and filled out in their entirety *before* the supervisor signs.

The Workforce Investment Board agrees to:

- Adhere to all federal, state, and Workforce Investment Board requirements.
- Orient the worksite to the Workforce Investment Board's policies and procedures.
- Inform the worksite of the procedure to account for participants' time and attendance.
- Keep open regular communication with the worksite and the participant.
- Process payrolls based on time sheets.
- Provide Workers' Compensation for all enrollees.
- Monitor worksite and participant compliance with this agreement.
- Advise employers on best practices for training and educating youth.
- Provide the worksite with concise instructions for completing and implementing the state Work-Based Learning Plan.

Unsubsidized Employer / Workforce Investment Board Agreement

- Employers who are participating in ___% unsubsidized placements will be billed for ___% of the youth's total wages and fringe by the Workforce Investment Board within 30 days after the unsubsidized placement end date.
- Youth participating will be paid \$10.00 per hour throughout the placement duration.
- Timesheets need to be signed by the youth, by the employer, and verified by Workforce Investment Board staff.
- Youth will be paid biweekly according to the payroll schedule discussed.
- All youth under the age of 18 are required to have a work permit and provide a copy to all parties in this agreement.
- The Work-Based Learning Plan will be administered during the youth's time in the program.

I have read the Employer / Workforce Investment Board agreement and I agree to follow the terms stated within.

Worksite Supervisor Signature	Print Name	Title	Date
Workforce Investment Board Staff Signature	Print Name	Title	Date

Steering or Advisory Committees Sample 1

Memorandum of Understanding

(Name of Project/Initiative)

(Start Date)—(End Date)

(Name of Pathway)

The _____ (name of pathway) is a grades 9 to 14 career pathway program that enables participating students at _____ High School to graduate high school, transition to _____ University/College, attain a degree/certificate in _____ (e.g., Mechanical Engineering Technology), and obtain a career employment position in _____ (e.g., advanced manufacturing).

The pathways program is a partnership between _____ High School, _____ University/College, the _____ Workforce Investment Board, local and regional _____ (e.g., advanced manufacturing) companies, and area businesses that provide direct services to the regional _____ (e.g., advanced manufacturing) industry.

STATEMENTS OF AGREEMENT AND COLLABORATION

The Workforce Investment Board Agrees to the Following:

- Serve as the facilitator and convener of ongoing strategic planning, program development, partnership enhancement, and program implementation for the pathways program.
- Serve as the liaison with _____ (name of intermediary organization) to coordinate the consulting and technical assistance services to the pathways program team members.
- Identify additional _____ (industry, e.g., advanced manufacturing) companies to partner in the pathways program and coordinate their engagement in program activities and events.
- Identify funding opportunities that will allow the pathways program to implement creative, educationally sound programming and activities that will enrich the pathways experience for participating students.

The Employer Partners Agree to the Following:

- Work in a spirit of partnership and collaboration, mutual support, and trust with _____ High School, _____ University/College, program consultants, and other participating collaborators.
- Serve on the Pathways Steering Committee and other committees that may evolve during the life of the pathways program.

- Conduct company tours and open houses for students, parents, and teachers/counselors to expose them to the broad business of _____ (e.g., manufacturing), and to educate and inform them of career pathways in _____ (e.g., advanced manufacturing).
- Participate in school-based opportunities to present career information to pathways students that will familiarize them with career pathways in _____ (e.g., advanced manufacturing) and those business sectors that support the _____ (e.g., manufacturing) industry.
- Sponsor and support events and activities that recognize and acknowledge the accomplishments and successes of students participating in the pathways program.
- Promote and market the pathways program to other _____ (e.g., precision manufacturing) companies to strengthen and broaden industry engagement.
- Provide technical guidance on curriculum contextualization and alignment that will strengthen the academic and technical education of participating pathway students.
- Serve as paid and/or unpaid internship sites for students participating in the pathways program.
- Hire selected pathways program students for paid summer/after-school employment.
- Hire pathways program completers for permanent career positions in _____ (e.g., advanced manufacturing) companies.

The High School Agrees to the Following:

- Work in a spirit of partnership and collaboration, mutual support, and trust with the University/College, local and regional _____ (e.g., advanced manufacturing) companies, program consultants, and other participating collaborators.
- Work with the Workforce Investment Board, employer partners, and the University/College to develop goals, scope of work, measurable objectives, and an implementation schedule for program activities.
- Serve on the Pathways Steering Committee and other committees that may evolve during the life of the pathways program.
- Develop and implement a fair and equitable process to select an appropriately sized cohort of rising 8th grade students for inclusion in the pathways program for _____ (month and year, such as September 2022) and succeeding school years.
- Develop an instructional approach or framework focused on rigorous instruction that is aligned with University/College college-readiness standards and includes the acquisition of job readiness skills.
- Provide appropriate opportunities within the established School Master Schedule to embed appropriate educational activities that support the academic focus of the pathways program.

- Provide opportunities for participating teachers to visit partnering _____ (e.g., advanced manufacturing) and other related companies to obtain information and resources on work-based learning that can be imbedded into the pathways program curriculum.
- Develop a comprehensive student support plan that provides tutoring, intensive and sustained college and career advising, and student-centered support structures.
- Contingent upon contractual obligations, create scheduling opportunities for teachers to develop curriculum enhancements that will result in a rigorous, integrated academic program.
- Partner with _____ (e.g., advanced manufacturing) companies to develop and facilitate opportunities for pathway students and teachers to tour companies to observe the scope of _____ (e.g., manufacturing operations) and learn of career opportunities in _____ (e.g., advanced manufacturing).
- Work with the University/College to identify a process to implement dual enrollment academic/technical programs.
- Participate in STEM-related activities and career-awareness initiatives developed collaboratively with the participating companies to familiarize students with the viability of careers in _____ (e.g., advanced manufacturing).
- Involve company representatives in school-sponsored activities and events that encourage and support parental engagement in the education of their children, increase student learning, and improve graduation rates.

The University/College Agrees to the Following:

- Work in a spirit of partnership and collaboration, mutual support, and trust with the High School, local and regional _____ (e.g., advanced manufacturing) companies, program consultants, and other participating collaborators.
- Serve on the program Steering Committee and other committees that may evolve during the life of the pathways program.
- Work with the Workforce Investment Board, employer partners, and the High School to develop goals, scope of work, measurable objectives, and an implementation schedule for program activities.
- Work with the High School to identify a process to implement dual enrollment academic/technical programs.
- Contingent upon contractual obligations, develop a process that will allow University/College faculty to teach pathways program related college credit courses at the High School.
- Work with teachers at the High School to develop curriculum enhancements that will result in a rigorous, integrated academic pathways program.
- Conduct tours of the _____ (relevant academic/technical program, such as the Mechanical Engineering Technology Program) for participating pathway students.

TERMS AND LENGTH OF THE MEMORANDUM OF UNDERSTANDING

The parties agree to review this Memorandum of Understanding by _____ (date), make modifications to its terms, if necessary, and execute a new Memorandum of Understanding covering a _____ (e.g., three-year) time period from _____ (start date) to _____ (end date).

SIGNATURES

Name	Organization	Date

Steering or Advisory Committees Sample 2

MEMORANDUM OF UNDERSTANDING

The _____ (project/initiative) partners commit to transform, lead, and sustain a high-quality, demand-driven, rigorous, and accountable system of career preparation for all young people in our state.

All parties agree to:

1. Dedicate organizational expertise, time, and resources as detailed in the roles and responsibilities below to advance and sustain _____ (project/initiative) goals, namely:
 - a. Increasing the number of students in _____ (state) who successfully complete career pathways that begin in secondary school and culminate in postsecondary degrees and/or industry credentials with labor market value; and
 - b. Catalyzing transformational approaches to the design and implementation of programs and policies to increase students' career readiness and disseminate lessons learned to the rest of the country.
2. Participate in _____ (project/initiative)-related work, including a diagnostic assessment, collection of required metrics, design and implementation of a comprehensive career-readiness plan, technical assistance, site visits, peer-to-peer activities, and an external evaluation.
3. Collaboratively create and implement a three-year strategic action plan with clear roles and responsibilities, timelines, and measures of success in order to meet the milestones for implementing _____ (project/initiative) strategies, including regular updates and communications about the work, and cycle times for reviewing and revising the plan as needed.
4. In the second phase, share both aggregate and subgroup data consistent with FERPA and any other relevant privacy standards for the purpose of evaluation with one another and with the external evaluator for _____ (project/initiative).
5. Dedicate funds from the _____ (project/initiative) grant to support a clear leadership structure for the project, including a steering committee comprised of state leaders with decision-making authority from across K-12, postsecondary, labor, economic development, and employer partners.
6. Determine and utilize a consistent set of college- and career-readiness metrics to determine the ongoing impact of the _____ (project/initiative) efforts on students' readiness for postsecondary and workforce.
7. Sustain the _____ (project/initiative) work through the broader extant _____ (state) Pathways initiative, aligning and braiding public and private funding to continue _____

- (project/initiative) efforts beyond the life of the _____ (project/initiative) grant, including identifying opportunities to scale and improve the work.
8. Build public will and evidence-based successes for pathways in local districts and postsecondary partners so that the _____ (project/initiative) work is sustained through political transitions that may result in significant leadership changes.
 9. Advise on and support external joint communications plans for the _____ (project/initiative) initiative.
 10. Lead data-driven decision-making at the state, regional, and local levels through the evaluation of _____ (project/initiative) metrics, and report findings and outcomes on an annual basis to appropriate stakeholders in order to improve pathways and expand student access to opportunities.

ANTICIPATED BENEFITS OF THE PARTNERSHIP

- Existing partnerships among state agencies are leveraged to support the development of career pathways for young people and to bring _____ (state) closer to its college completion goals
- Regional pathways initiatives across _____ (state) that are now being supported by state agencies will achieve greater sustainability
- A more vibrant _____ (state) economy that is growing due to the role of this work in strengthening local industries and economies
- Alignment and expansion of resources to support pathways development across state agencies
- Collaboratively developed metrics for evaluation and processes for data sharing ensure continuous improvement
- A significantly increased number and percentage of young people who successfully earn a postsecondary credential with labor market value and launch a career with opportunities for further education and career advancement
- A developed talent pipeline of young professionals that closes the skills gap and hiring shortages that _____ (state) employers experience and attracts new employers to the state

ROLES AND RESPONSIBILITIES OF ORGANIZATIONS

The _____ (State) Department of Education will:

1. Convene and be an active and equal partner on the _____ (project/initiative) steering committee. The steering committee is comprised of members from the Department of Education, the Board of Regents, the Higher Education Commission, the Department of Labor and Workforce Development, the Department of Economic and Community Development, and the Business Roundtable; others may be invited to join at a later date.

This steering committee will lead the high-level strategic planning and decision-making that will be necessary to create and promote the success of the _____ (project/initiative) work both at the state level and on the ground in regions throughout the state.

2. Lead the overall project and timeline including managing the schedule, meetings, and roles of each of the partners to drive the _____ (project/initiative) work.
3. Integrate and align the _____ (project/initiative) work with other related state initiatives, such as _____ (state) pathways and others.
4. Work with the Governor's Office, the Legislature, and other key state-level leaders to identify opportunities for expansion and/or enhancement of the _____ (project/initiative) work.

The _____ (State) Board of Regents will:

- Be an active and equal partner on the steering committee.
- Foster greater collaboration between school districts and two-year colleges—both _____ (state) Colleges of Applied Technology and Community Colleges—to adopt policies and processes that ensure cross-institutional alignment of programs and pathways that smooth transitions for students and minimize institutional barriers, including increasing student participation in early postsecondary opportunities such as dual credit.
- Foster greater collaboration between two-year and four-year colleges so that _____ (state) students have concrete next steps in their educational pathways that lead to careers, should they choose to pursue them.

The _____ (State) Higher Education Commission will:

- Be an active and equal partner on the steering committee.
- Foster greater collaboration between school districts and two-year institutions—both _____ (state) Colleges of Applied Technology and Community Colleges—to adopt policies and processes that ensure cross-institutional alignment of programs and pathways that smooth transitions for students and minimize institutional barriers.

The _____ (State) Business Roundtable will:

- Be an active and equal partner on the steering committee.
- Assist in establishing employer-driven processes, informed by real-time and other labor market data, to determine high-skill, high-demand industry sectors with which career pathways and related programs will be aligned.
- Encourage local partnerships with industry leaders in work-based learning experiences for students.

The _____ (State) Department of Labor and Workforce Development will:

- Be an active and equal partner on the steering committee.
- Encourage local partnerships with industry leaders in work-based learning experiences for students.
- Assist in leading a process to assess business and industry demands, determining how to prepare students to best fulfill regional workforce needs through jobsite experiences.

The _____ (State) Department of Economic and Community Development will:

- Be an active and equal partner on the steering committee.
- Encourage local partnerships with industry leaders in work-based learning experiences for students.
- Assist in leading a process to assess business and industry demands, determining how to prepare students to best fulfill regional workforce needs through jobsite experiences.

SIGNATURES

Name	Title	Organization	Date
Name	Title	Organization	Date
Name	Title	Organization	Date
Name	Title	Organization	Date
Name	Title	Organization	Date
Name	Title	Organization	Date

Steering or Advisory Committees Sample 3

Advisory Committee Agreement

_____ (intermediary organization/collaborative) is a collaborative to help _____ (city) public school students better connect to career pathways in high-wage, high-demand fields. _____ (intermediary organization/collaborative) exposes, prepares, and connects participating students to careers in regional high-paying industries. By providing grant funding and technical assistance to high schools, combined with industry exposure and preparation for students, all with deep employer advisement and engagement, _____ (intermediary organization/collaborative)'s approach creates a demand-driven career-readiness model that will connect _____ (city) students with regional economic opportunity.

As a Member of the _____ (intermediary organization/collaborative) Collaborative Steering Committee, I agree to:

- **Support the goals** of _____ (intermediary organization/collaborative):
 - 20% of the Class of _____ (e.g., 2022) will earn industry-recognized culminating credentials that will place them on high-wage, high-demand regional career pathways.
 - 10% of the Class of _____ (e.g., 2022) will complete _____ (intermediary organization/collaborative) internships.
 - Citywide, more students will demonstrate employer-validated, career-ready soft skills.
 - Citywide, more students have paid work experiences while in high school.
- **Provide strategic guidance, vision, and oversight** for _____ (intermediary organization/collaborative) by:
 - Developing and refining the strategy, including the goals and guiding beliefs.
 - Sharing organizational progress and data, where programs support _____ (intermediary organization/collaborative) goals.
 - Making connections between subcommittees/projects to ensure coordination and efficiency.
- **Provide leadership** by:
 - Briefing members of my organization, including our CEO, my supervisor, and my colleagues, and bringing my organization's perspective to the Steering Committee table.
 - Considering how my own organization or those in my network can align with the _____ (intermediary organization/collaborative) goals and coordinate efforts.
 - Serving as a champion of _____ (intermediary organization/collaborative) in the larger community.

- **Play an active role** by:
 - Participating consistently and in person at the regularly scheduled meetings.
 - Including my name and my organization’s name as a member of the _____ (intermediary organization/collaborative) Collaborative Steering Committee in communications.

Organization Name

Organization Authorizing Signature

Date

Steering Committee Representative Name and Title

Steering Committee Representative Signature

Date

Data Sharing Sample 1

This Memorandum of Understanding (“Agreement”) is made by and between _____ High School (the Site), with an office at _____, and _____ (the Evaluator), having an office at _____, to facilitate the Evaluator’s performance of the _____ (program/project) evaluation under contract number _____, sponsored by _____ (the Funder, e.g., the U.S. Department of Labor, Employment and Training Administration).

In consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

I. Background and Purpose

The _____ (program/project), administered by the _____ (funder), is designed to encourage school districts, institutions of higher education, the workforce investment system, and their partners to scale up evidence-based high school models that will transform the high school experience for America’s youth. The _____ (program/project) blends promising features of both the career academy and sector-based models, including: (1) small-learning communities; (2) college preparatory curriculum based on a career theme that aligns occupational training with employer needs; and (3) employer, higher education, and community partners. The _____ (program/project) evaluation will consist of an implementation study of _____ (e.g., all program/project grantees), a rigorous experimental impact evaluation of _____ (number) sites that will follow high school freshmen or sophomores over time, and collection of administrative records for both _____ (program/project) students and non-_____ (program/project) students within participating school districts in up to _____ (number) sites.

This Agreement shall govern the obligations, roles, and responsibilities of the Site and of the Evaluator evaluation team, which includes the Evaluator’s subcontractors (collectively, the “study team”), in performance of the _____ (program/project) evaluation.

II. Legal Authority

The _____ (program/project) grant program is authorized under (e.g., Section 414(c) of the American Competitiveness and Workforce Improvement Act of 1998, as amended in 29 USC 2916a). As a condition of receiving a _____ (program/project) grant, each _____ (program/project) grantee must participate and fully cooperate in the _____ (program/project) evaluation by providing the independent evaluation contractor, _____ (Evaluator), with information on and access to program records and student records, and information on _____ (program/project) participants collected as part of _____ (Funder) performance measurement. More specifically, _____ (program/project) grantees must facilitate site visits and teacher and staff interviews;

collaborate in study procedures, including random assignment; and transmit all data required for the evaluation of students in the study sample, including those who may be in a comparison group. Such information is necessary to perform a rigorous evaluation of the _____ (program/project) grant-funded programs.

Pursuant to the audit and evaluation exception under the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g(b)(1)(C) and § 1232g(b)(3), 34 CFR § 99.31(a)(3) and § 99.35(a)(1), the Site hereby designates the Evaluator as its authorized representative in order to provide the Evaluator with student information, including personally identifiable information (PII), without parental consent, as may be necessary for purposes of the _____ (program/project) evaluation.

The Evaluator is also authorized to receive the free and reduced-price meal eligibility information requested hereunder pursuant to the disclosure provisions of the National School Lunch Act, 42 USC §1758(6), and related implementing regulations, 7 CFR 245.6(f).

III. _____ (program/project) Study Components

A. Administrative student records collection

The study will use administrative data to assess differences in educational outcomes between participants in the _____ (program/project) and the broader population of students in the participating district(s) who may not have applied to the program. This includes students' outcomes documented in school records, including test scores, attendance, and grade progression. We will obtain school records from the _____ Public Schools. Attachment A contains a preliminary listing of the required data elements to be obtained from school records for all students in participating districts. We will work with the school districts to finalize the list of data shortly before making the data request.

B. Implementation study

The implementation study is designed to document the activities of all _____ (program/project) programs and participants, describe the _____ (program/project) program and its successes and challenges, and identify promising or best practices. Furthermore, this component of the _____ (program/project) evaluation will seek to identify lessons learned about implementing, supporting, and funding _____ (program/project) programs. The study team will conduct a survey of all grantees in _____ (e.g., spring 2024) and _____ (e.g., spring 2025). This survey will include questions about the organizational and administrative structure of the grants, program partners, program services offered to students, employer engagement, small learning communities, and staff professional development. The Site will be asked to respond to the survey in a timely manner once it is distributed by the study team.

C. Follow-on _____ (program/project) evaluation

The Funder has reserved the right to award a follow-on contract for the Evaluator to continue to track employment and postsecondary outcomes for students in _____ (program/project) grantee school districts to determine long-term outcomes of the program and comparison group members for purposes of the study (“Follow-On Evaluation”). The continued _____ (program/project) evaluation will require that the data collected hereunder be matched to other administrative records maintained by state and federal government agencies (e.g., unemployment insurance wage and benefits data or National Student Clearinghouse data).

IV. Private Memorandum Containing Findings for the Site

At the conclusion of the study, the study team will send the Site a memorandum with site-specific summary descriptors on student characteristics, services, outcomes, and impacts. Finally, if requested by the Site in writing, the Evaluator will send the Site a copy of the study’s final report based on aggregate findings from all participating _____ (program/project) schools once the Funder has released the reports.

V. Public- or Restricted-Use File

As a deliverable under the Evaluator’s contract with the Funder, the Evaluator will create and submit to the funder a dataset for future research purposes and public use. The data files will include all primary and extant data gathered during the study. The following information will not be included in the dataset: the names or any individually identifiable information of the individuals included in the study sample.

VI. Confidentiality Terms and Conditions

The Evaluator shall protect the confidentiality of data and information received pursuant to this Agreement in accordance with all applicable provisions of federal, state, and local laws, rules, and regulations. To ensure confidential treatment and effect the secure transfer of all information and data obtained pursuant to this Agreement, the Evaluator further agrees:

- A. To maintain a secure File Transfer Protocol (FTP) site or secure SharePoint site for transferring data files securely. Data will be encrypted behind a secure firewall.
- B. To obtain a Certificate of Confidentiality, which protects student information from forced disclosure.
- C. To comply in all respects with the applicable provisions of FERPA, 20 USC § 1232g, and 34 CFR Part 99, and the National School Lunch Act, 42 USC § 1758, and 7 CFR Part 245.
- D. To safeguard the confidentiality and integrity of all information and data received under this Agreement, to place limitations on its use, and to maintain compliance with all

applicable privacy laws. The Evaluator shall require all evaluation staff to comply with the data security and confidentiality provisions set forth herein.

- E. To limit access to the personally identifiable data and information received under this Agreement to members of the study team performing duties necessary to fulfill the terms of this Agreement, the _____ (program/project) evaluation, and the _____ (program/project) Follow-on Evaluation.
- F. To use information and data shared under this Agreement for no purpose other than as required for the _____ (program/project) evaluation and the _____ (program/project) Follow-on Evaluation, or as may otherwise be required by law.
- G. That the Site retains all ownership rights to the data transferred pursuant to this Agreement, and that the Evaluator shall not obtain any right, title, or interest in any of the data furnished by the Site.
- H. As soon as reasonably possible, upon learning of an unauthorized disclosure or breach of confidentiality of data or information received pursuant to this Agreement or in accordance with any applicable federal or state laws, to notify the Site of the breach, make all reasonable efforts to mitigate any breach, and prevent future breaches.
- I. That the Evaluator may be subject to applicable penalties under state and federal legislation for unauthorized disclosure of PII in breach of the requirements of this Agreement.

VII. IRB Approval and Certificate of Confidentiality

The Evaluator received approval for the evaluation's protocol on _____ (date) from the _____ Institutional Review Board (IRB# _____) and also received a Certificate of Confidentiality on _____ (date) from the _____ (agency, such as National Institute of Child Health and Human Development).

VIII. Term; Effects of Termination

This Agreement is effective as of the date last signed below and shall remain in effect until the personally identifiable data received hereunder are no longer needed for the _____ (program/project) evaluation and _____ (program/project) Follow-on Evaluation, the latter of which is anticipated to end in _____ (year, such as 2030), unless earlier terminated or extended by mutual agreement of the parties.

Upon termination of this Agreement, the Evaluator will destroy all confidential data obtained from the Site pursuant to this Agreement, confirming this destruction in writing. In the event that the Evaluator determines that destroying the data is infeasible, the Evaluator shall provide to the Site notification of the conditions that make destruction infeasible and shall extend the protections of this Agreement to such data and limit further uses and disclosures of such data to those purposes that make destruction infeasible, for so long as the Evaluator maintains such data.

IX. Notices and Points of Contact

The following individuals are the points of contact for each party under this Agreement:

For the Evaluator Project and Data Issues:

Name:
Title:
Organization:
Address:
City, State, Zip:
Telephone:
Fax:
Email:

For Site Project and Data Issues:

Name:
Title:
Organization:
Address:
City, State, Zip:
Telephone:
Fax:
Email:

Copies of correspondence related to the modification, amendment, extension, or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to the following individuals:

If to the Evaluator:

Name:
Title:
Organization:
Address:
City, State, Zip:
Telephone:
Fax:
Email:

If to the Site:

Name:
Title:
Organization:
Address:
City, State, Zip:
Telephone:
Fax:
Email:

X. Miscellaneous

- A. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall have the same force and effect as the original.
- B. **Modification.** With the exception of amending the specific data elements set forth in the attached Attachment A and the timing of the site visits, both of which may occur by mutual agreement of the parties, the terms of this Agreement may be modified only upon written amendment executed by the parties.
- C. **Merger Clause.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the parties.

D. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to maintain the confidentiality and security of the data and information received hereunder.

E. **Effective Date.** This Agreement is effective as of the date last signed below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last signed below. By signing this Agreement, each party understands and agrees to be bound by the terms stated herein.

_____ **High School**

_____ **(Evaluator)**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**Attachment A:
Preliminary List of Data from School Records**

Student characteristics and information

Student background data

- Student identification number
- School year
- First name
- Middle name
- Last name
- Date of birth
- Gender
- Ethnicity
- Race
- Grade level
- GPA, year
- Total credits
- Yearly credits
- YCC participant
- Free and reduced-price lunch status
- English language status
- Special education status

High school assessment data

- Math scale score from [STATE TEST] and End of Course (EOC) exams
- Math scale score from [STATE alternative assessment]
- School NCES ID or school code at time of math test
- School name at time of math test
- Math test grade level
- Math test name
- Math test subject (for EOC tests)
- Math test date
- Math test language
- Math exemption and invalidation codes
- Math accommodation code
- Reading scale score from [STATE TEST] and EOC test
- Reading scale score from [STATE alternative assessment] for reading
- School NCES ID or school code at time of reading test
- School name at time of reading test
- Reading test grade level
- Reading test name
- Reading test subject (for EOC tests)
- Reading test date
- Reading test language

- Reading exemption and invalidation codes
- Reading accommodation code

High school enrollment and behavioral data

- School identifier: beginning of year
- School name: beginning of year
- School identifier: end of year
- School name: end of year
- Days enrolled
- Days absent
- Expelled
- Suspended

High school achievement data

- High school diploma
- Date of diploma
- GPA, cumulative

Seventh- and eighth-grade data

- School identifier: beginning of year
- School name: beginning of year
- School identifier: end of year
- School name: end of year
- Grade level
- Days enrolled
- Days absent
- Expelled
- Suspended
- Free and reduced-price lunch status
- English language status
- Special education status
- Math scale score from [STATE TEST] and EOC test
- Math scale score from [STATE alternative assessment]
- School NCES ID or school code at time of math test
- School name at time of math test
- Math test grade level
- Math test name
- Math test subject (for EOC tests)
- Math test date
- Math test language
- Math exemption and invalidation codes
- Math accommodation code
- Reading scale score from [STATE TEST] and EOC exams
- Reading scale score from [STATE alternative assessment] for reading

- School NCES ID or school code at time of reading test
- School name at time of reading test
- Reading test grade level
- Reading test name
- Reading test subject (for EOC tests)
- Reading test date
- Reading test language
- Reading exemption and invalidation codes
- Reading accommodation code

Data Sharing Sample 2

_____ (organization) is providing technical assistance to _____ (partner organization) on the _____ project from _____ (month and year) to _____ (month and year).

_____ (organization) is using the following data: campus-level demographic data provided by _____ (partner organization), including racial/ethnic subgroups, gender, at-risk, English-language learners, students with disabilities, and the economically disadvantaged, as well as dual credit data; campus-level assessment data including end-of-course assessment data in Algebra I and English II; and campus-level other data, including passing scores on the _____ (College Readiness Standards state assessment) in reading, writing, and math. _____ (organization) will use this data to develop a series of recommendations on revising the state's current Early College High School initiative, such as defining outcomes-based measures via targets on various data indicators for early college students. The data being shared by _____ (partner organization) is necessary for _____ (organization) to set appropriate targets for _____ (partner organization)'s use.

_____ (organization) designates _____ (name of data analyst) as the data analyst of the _____ (partner organization) data. _____ (organization) will release all data and information for this project to _____ (name of data analyst). _____ (name of data analyst) shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received, including confirmation of the completion of this project and the return or destruction of data.

_____ (organization) designates _____ (name of project lead) as the organization's designated lead on the project and the liaison for all communications with _____ (partner organization) regarding this project. _____ (name of project lead) shall have authority to access the same type of _____ (partner organization) data provided as needed to carry out his/her role.

_____ (organization) will not use, copy, share, reproduce, or transmit data shared under the Agreement for any purpose other than the project described in this Agreement. _____ (organization) will maintain the confidentiality of the data using the same standards it uses to maintain confidentiality of its own data. Data will be stored on secure devices, and only accessible to authorized users. Since there is no personally identifiable information being shared (e.g., social security numbers), data does not need to be encrypted while being transmitted between _____ (partner organization) and _____ (organization).

_____ (organization) will destroy all data within one year after the _____ (month and year, such as October 2025) completion of the project. _____ (organization) agrees to require all employees,

contractors, or agents working on the project to comply with this provision. No other individual or entity is authorized to continue using the data upon the completion of the project.

The Written Information Security Program in Attachment A outlines _____ (organization)'s policies for safeguarding and maintaining the confidentiality of its data.

(Name of authorized rep)
(Title of authorized rep)

Date

(Name of authorized rep)
(Title of authorized rep)

Date

Attachment A: Comprehensive Written Information Security Program (WISP)

I. Objective:

The objective of developing and subsequently implementing this Comprehensive Written Information Security Program (hereinafter WISP), is to create and, when necessary, build upon preexisting administrative, technical, and physical safeguards for the protection of the Personal Information held by _____ (organization) (referred to herein as “the Company”).

II. Purpose:

This WISP policy is adopted in conformity with _____ (e.g., Massachusetts data security law, G.L. c. 93H, and its accompanying regulations, 201 C.M.R. 17.00).

The state Office of Consumer Affairs and Business Regulation (hereinafter OCABR) has issued regulations to help organizations comply with their legal obligations. This WISP is intended to prepare _____ (organization) to meet the standard put forth by the _____ (e.g., OCABR in 201 C.M.R. 17.00).

The goals of this WISP are to:

- i. Identify Personal Information pursuant to federal and state laws and confidential information as defined by _____ (organization).
- ii. Ensure the security and confidentiality of both Personal Information and other confidential information as defined by _____ (organization) and protect the legal rights of clients, participants, recipients, vendors, donors, staff, and any other applicable persons.
- iii. Protect _____ (organization) against anticipated threats or hazards to said information.
- iv. Decrease the level of unanticipated risk to the Personal Information held by _____ (organization).
- v. Protect _____ (organization) against unauthorized access to or use of said information in a manner that decreases the risk of identity theft or fraud.

III. Scope and Definitions:

The standards defined herein are designed to minimize the potential exposure of _____ (organization) from damages associated with the unauthorized use of its resources. Damages include, but are not limited to, the loss of sensitive or personal and confidential data, intellectual property, damage to public image, and damage critical to

_____ (organization)'s computer resource networking systems. The scope of this WISP most specifically pertains to the following:

Personal Information is defined as being a _____ (state) resident's first name and last name or first initial and last name in conjunction with one or more of the following data elements that relate to said individual

- i. Personal identification
 - Social Security Number
 - State ID card
 - Driver's license number
 - Passport information
 - Employee ID
- ii. Financial account information
 - Bank account numbers
 - Credit or debit card numbers
- iii. Other ID information granting access to financial accounts or non-public records
 - Usernames
 - Passwords
 - PINs
- iv. Employee records
 - Payroll
 - Pension
 - Insurance
- v. Business information
 - Business plans
 - Vendor lists
 - Donor lists
 - Contracts
 - Account information of clients, vendors, donors, donees, recipients, participants, and applicable persons
- vi. Financial transactions of clients, vendors, donors, donees, and applicable persons
 - Cash
 - Check
 - Credit card transactions

Provided, however, that Personal Information shall not include information that is lawfully obtained from publicly available information, or from federal, state, or local government records lawfully made available to the general public (real estate records and lawsuit filing records; birth, marriage and divorce records; motor vehicle data). The disposal of Personal Information must be done in a manner so that it may not be practicably read or reconstructed.

Confidential Information is defined as any non-public information owned or licensed by _____ (organization) including but not limited to:

Participant / recipient / donor / donee / member / constituent / customer correspondence; information, organization private communication, corporate strategies, competitor information; lists, research data, business plans, products, technical data, specifications, documentation, rules and procedures, contracts, presentations, intellectual property, product plans, business methods, product functionality, services, data, markets, competitive analysis, databases, formats, methodologies, applications, developments, inventions, processes, payment, delivery and inspection procedures, designs, drawings, algorithms, formulas or information related to employees, engineering, marketing, or finance;

Computer Resources and Information Systems are the property of _____ (organization) and are intended to be used for servicing the interests of the organization, and of said organization's clients, vendors, donors, and staff in the course of normal operations.

- i. Computer Resources are to include all internet/intranet/extranet-related systems, including but not limited to computer equipment owned or leased by _____ (organization), software, operating systems, storage, media, websites, network accounts providing electronic mail, internet browsing, and FTP.
- ii. Information Systems are to include any technology or electronic device that stores data for the purpose of allowing access to said data.

Terms and Definitions hereinafter used within the text of this WISP and its policies and procedures, unless noted otherwise, shall have the following meanings:

- i. **Breach of security** shall be defined as "the unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of Personal Information, maintained by a person

- or agency that creates a substantial risk of identity theft or fraud against a resident of the state. A good faith but unauthorized acquisition of Personal Information by a person or agency, or employee or agent thereof, for the lawful purposes of such person or agency, is not a breach of security unless the Personal Information is used in an unauthorized manner or subject to further unauthorized disclosure.” _____ (citation, such as 201 CMR 17.02).
- ii. **Electronic** shall be defined as “relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.” _____ (citation, such as 201 CMR 17.02).
 - iii. **Electronic records** shall be defined as any combination of text, graphics, data, audio, pictorial or information in digital form created, modified, maintained, archived, retrieved or distributed by a computer system.
 - iv. **Encryption** shall be defined as “the transformation of data into a form in which meaning cannot be assigned without the use of a confidential process or key.” _____ (citation, such as 201 CMR 17.02).
 - v. **Extranet** shall be defined as a private network that uses internet technology and the public telecommunications system to securely share part of _____ (organization)’s information or operations with suppliers, vendors, partners, donors, or other businesses.
 - vi. **Internet** shall be defined as a global system of interconnected computer networks that are linked by a myriad of electronic and optical networking technologies.
 - vii. **Intranet** shall be defined as a private network that is contained within _____ (organization)’s enterprise.
 - viii. **Owns or licenses** shall be defined as receiving, storing, maintaining, processing, or otherwise having access to Personal Information in connection with the provision of goods and services or in connection with employment. _____ (citation, such as 201 CMR 17.02).
 - ix. **Person** shall be defined as “a natural person, corporation, association, partnership, or other legal entity, other than an agency, executive office, department, board, commission, bureau, division or authority of the (State/Commonwealth), or any of its branches, or any political subdivision thereof.” _____ (citation, such as 201 CMR 17.02).
 - x. **Personnel** shall be defined as any employee, temporary employee, or volunteer of _____ (organization).
 - xi. **Record** shall be defined as “any material upon which written, drawn, spoken, visual, or electromagnetic information or images are recorded or preserved, regardless of physical form or characteristics.” _____ (citation, such as 201 CMR 17.02).

- xii. **Third party** shall be defined as any person that receives, stores, maintains, processes, or otherwise is permitted access to personal or confidential information through its provision of service directly to _____ (organization). _____ (citation, such as 201 CMR 17.02).

IV. **Roles and Responsibilities:**

Cohesive and active participation and support of every _____ (organization) employee or volunteer and affiliate who deals with information or information systems is necessary in order to implement an effective information security program that maximizes the performance of _____ (organization). It is the responsibility of said individuals to know these guidelines and to conduct their activities accordingly.

Furthermore, all Personnel and Third-Party service providers who have, or are responsible for, personal or confidential information in physical or electronic form must comply with this program.

Data Security Coordinator: _____ (organization) has designated its IT Manager to implement, supervise, and maintain the WISP. The IT Manager will be responsible for:

- i. Initial implementation of the WISP.
- ii. Training any employees and developing a data security protection atmosphere.
- iii. Regular monitoring and testing of the WISP's safeguards.
- iv. Evaluating the ability of each _____ (organization)'s third-party service providers to implement and maintain appropriate security measures for the Personal Information to which _____ (organization) has permitted them access, including reviewing the written information security program of each of _____ (organization)'s third-party service providers. Requiring said third-party service providers by contract to implement and maintain appropriate security measures and amending all existing contracts as necessary to contractually required third-party service providers to maintain such security measures.
- v. Reviewing the scope of the security measures in the WISP at least annually, or whenever there is a material change in _____ (organization)'s business practices that may implicate the security or integrity of records containing Personal Information. The Data Security Coordinator shall fully apprise management of the results and any recommendations for improved security.
- vi. Making annual training available to all owners, managers, board members, employees, and independent contractors, including temporary and contract employees who have access to Personal Information, on the elements of the

WISP. Training will be made available electronically on demand for employee self-service as needed as new responsibilities are assigned and new staff hired.

- vii. Ensuring that _____ (organization) officers and staff change computer IDs and passwords periodically.
- viii. Maintaining a highly secure master list of all user IDs, keys, and lock combinations relating in any way to this program and/or the security of Personal Information.
- ix. Ensuring that, in the event that an employee is terminated, the former employee's remote electronic access to Personal Information is disabled, and the former employee's voicemail access, email access, internet access, and passwords are invalidated.
- x. Ensuring that the amount of Personal Information collected is limited to that amount reasonably necessary to accomplish _____ (organization)'s legitimate business purposes or necessary to comply with other state or federal regulations.
- xi. Conducting an immediate, mandatory post-incident review if there is an incident that requires notification under _____ (e.g., M.G.K. c. 93H, §3), and documenting responsive actions taken. The review will assess events and actions taken, if any, with a view to determining whether any changes in _____ (organization)'s security practices are required to improve the security of Personal Information for which _____ (organization) is responsible.

Personnel: Every employee and temporary employee at _____ (organization) must comply with the provisions of this WISP.

- i. Access to personal or confidential information by Personnel is on a “need-to-know” basis as identified by the Data Security Coordinator or management team.
- ii. Personnel must read this WISP and associated policies and procedures as well as document said action by signing the WISP Acknowledgment Form to be retained in Human Resource files.
- iii. Personnel accessing Personal Information must receive training provided by the Data Security Coordinator in effective information security practices.
- iv. Upon termination of any Personnel, physical and electronic access will be blocked immediately. No information in physical or electronic form will be removed from the premises unless specifically reviewed and approved by _____ (organization) management.

- v. Terminated employees must return all records containing Personal Information, in any form, that may at the time of such termination be in the former employee's possession (including all such information stored on laptops or other portable devices or media, and in files, records, work papers, etc.).
- vi. _____ (organization) requires its Personnel to immediately report any suspicious or unauthorized use of Personal Information to the Data Security Coordinator.

Third Parties: Every contractor, consultant, service provider, and vendor (hereinafter Third Parties) including all Personnel affiliated with Third Parties, who must have access to personal or confidential information or to computer resources and information systems as part of the service said Third Parties provide must comply with the provisions of this WISP.

- i. Access to personal or confidential information by Third Parties is on a “need-to-know” basis as identified by the Data Security Coordinator or management team.
- ii. **Third Parties with access to _____ (organization)'s personal and/or confidential information or computer resources and information systems must agree in writing that their own Information Security Programs conform minimally to the policies and procedures defined herein as they relate to the work defined by their contracts. Contracts must conform with regulation _____ (e.g., 201 CMR 17.03(2)(f)2), which states that a Company must oversee service providers and require such third-party service providers by contract to implement and maintain appropriate security measures for Personal Information.**

V. **Internal Risk:**

_____ (organization) has adopted procedures meant to combat internal risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing Personal Information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks.

VI. **External Risk:**

_____ (organization) has adopted procedures meant to combat external risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing Personal Information, and evaluating and improving the effectiveness of the current safeguards for limiting such risks.

VII. Training:

This WISP calls for regular ongoing training for relevant Personnel in the proper management of private information as well as the importance of the security of personal and confidential information. Effective implementation of procedures in conjunction with all aspects of this WISP shall be regarded as the objective of said training. A further objective is that Personnel understand the ramifications if appropriate information security procedures pursuant to this WISP and applicable state laws are not followed.

VIII. Monitoring, Enforcement, and Breach of Security:

Monitoring:

It is the responsibility of the Data Security Coordinator to monitor the WISP and associated policies and procedures to ensure that the program is operating in a manner reasonably calculated to prevent unauthorized access to, or unauthorized use of personal and confidential information, and further, to ensure Personnel and Third Parties' compliance with these procedures.

Enforcement:

Failure on the part of Personnel and Third Parties to follow this program and its associated policies and procedures may subject organizations to action by the State Attorney General under state law, which could potentially include: (1) injunctive relief; (2) civil penalties of _____ (e.g., not more than \$5,000 for each violation); and (3) costs of investigation and litigation, possibly including attorney's fees. In addition, a party may be held liable under civil law for any breach. Failure to adhere to all applicable regulations pertaining to proper disposal of sensitive records may result in fines of _____ (e.g., up to \$100 per resident affected, but not to exceed \$50,000 for each instance of improper disposal).

Notification of Breach of Security:

A security breach occurs when there is an unauthorized acquisition or use of Personal Information of one or more _____ (state) residents. If _____ (organization) is knowledgeable of or has reason to know of a breach of security, or that Personal Information of _____ (state) residents was acquired by or used by an unauthorized person or organization for an unauthorized purpose, _____ (organization) is required to provide written notice to the State Attorney General and the State OCABR, as well as affected state residents, as soon as practicable and without unreasonable delay.

Written notices to the State Attorney General and to the Director of OCABR shall include but are not limited to: (1) the nature of the breach of security or the

unauthorized acquisition or use; (2) the number of state residents affected by said incident at the time of notification; and (3) any and all measures taken by _____ (organization) relating to said breach of security.

Notice to those affected state residents (including _____ [organization]'s employees) shall include, but is not limited to: (1) the consumer's right to obtain a police report; (2) the method the consumer can use to request a security freeze; (3) the necessary information to be provided when requesting the security freeze; and (4) any fees to be paid to the consumer reporting agencies, provided, however, that the notification shall not include:

- The nature of the breach or unauthorized acquisition or use; or
- The number of state residents affected by the security breach or the unauthorized access or use.