

## Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into as of the date of the later signature below, by and between the ~~Board of Education of Oak Park Elementary School District, a political subdivision of No. 97, Cook County, Illinois (the State of Massachusetts under the management and control of the [“District”])~~ and University of California, Berkeley, a non-profit corporation organized and existing under the laws of the State of California (“Company”) (collectively, the “Parties”, and singly, a “Party”) to confirm the present intent and understanding of the Parties to cooperate in certain collaboration activities related to implementing the Perspectives Experience Program (PEP).

### Section 1. Purpose

1.1 The purpose of this MOU is to memorialize the Parties’ intent to cooperate in the collaboration activities as described in Exhibit A.

~~1.2 With the sole exception of Section 2 below, neither [DISTRICT]the District nor Company intend for this MOU to represent or create any legally binding or enforceable rights or obligations for either Party. If and when the Parties wish to enter into a legally binding relationship relating to the collaboration activities, the Parties will enter into definitive written agreements setting forth in detail their respective rights and obligations.~~

**Commented [A1]:** We recommend striking this as Section 2 is almost the entire MOU, so already making almost all of the agreement a legally binding contract.

### Section 2. Terms and Conditions

2.1 **Relationship of the Parties**. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party’s prior written consent.

2.2 **Non-Exclusivity**. The relationship between the Parties is non-exclusive. Neither Party will be precluded from entering into similar relationships with other entities or individuals. Nothing in this MOU, including the exhibits, requires either Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms, or products that compete with the services, platforms, or products that are the subject of the relationship contemplated by this MOU.

2.3 **Expenses**. ~~[DISTRICT]The District~~ and Company agree that each Party shall pay its own fees, costs, and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by both Parties.

2.4 **Indemnification**. Company agrees to indemnify, defend, and hold harmless ~~[DISTRICT]the District~~, its agents, the School Board, its members, officials, insurers, and employees from any claim, demand, liability, loss, charges, fees, damages, expenses (including attorneys’ fees) or causes of action of whatever kind or nature to the extent arising out of any ~~negligence~~negligent act or omission or misconduct of Company, its agents, and employees ~~for which [DISTRICT] is alleged to be liable, and to the extent arising from the Company’s breach of this Agreement.~~

2.5 **Notices.** Unless otherwise provided in this MOU, all notices, including, but not limited to, any notice of termination of this MOU, will be in writing and will be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (a) on the date delivered if delivered personally, (b) on the first business day following the date of dispatch if delivered by overnight delivery service, or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail. Notices must be sent to the respective address set forth below or such other address that a Party specifies in a notice delivered pursuant to this Section.

2.5.1 To ~~{DISTRICT}~~the District: Superintendent  
~~{DISTRICT}~~Oak Park Elementary School District No. 97  
~~{DISTRICT Address}~~  
260 Madison Street  
Oak Park, IL 60302

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2.5.2 To Company: University of California, Berkeley  
Dr. Jason Okonofua, PhD  
2121 Berkeley Way West  
Berkeley, CA 94704

2.6 **Student Records.**

2.6.1 Company shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, Company shall comply and shall assist ~~{DISTRICT}~~the District in compliance, in all material respects, with applicable laws and regulations, including with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, ~~and~~ the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and the Illinois School Student Records Act (ISSRA), 105 ILCS 10/1 et seq., and all applicable privacy laws.

2.6.2 To the extent Company or its subcontractors comes into contact with any student data or information, Company or its subcontractors will not disclose such information without eligible student/parent/guardian permission. Personally identifiable student information and education records, as defined pursuant to O.C.G.A. Title 20, FERPA and FERPA/ISSRA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Agreement.

2.7 **Background Check.** ~~{DISTRICT}~~The District requires that all individuals who will work on ~~an {DISTRICT}~~a District site (including full-time, part-time and temporary employees, contractors and subcontractors) must be fingerprinted ~~by {DISTRICT} and cleared through in accordance with Section 21.9 of the {DISTRICT}'s Criminal Information Center System (GCIS) before they are assigned to work at {DISTRICT}. School Code, 105 ILCS 5/10-21.9.~~ The cost of fingerprinting is ~~\$44.25 per individual and is~~ the responsibility of Company. The background check must be completed and the written results must be

[received by the District prior to commencement.](#) Any failure to comply with this requirement constitutes a breach of this Agreement.

- 2.8 **Governing Law and Venue.** This MOU shall be governed in all respects by the laws of the State of [\[DISTRICT'S State\], Illinois](#), without regard to its conflict of laws. The exclusive venue for any action arising out of or related to this MOU shall be in the federal, superior, or state courts of [\[DISTRICT'S State\], Illinois. The parties agree to submit to personal jurisdiction in Illinois.](#)
- 2.9 **Termination.** Either Party may terminate this MOU ~~without~~[for](#) cause [or convenience](#) upon thirty (30) days' prior written notice. Either Party may terminate this MOU immediately in the event of a breach of any provision of this Section 2 by the other Party.
- 2.10 **Entire Agreement.** This MOU, including any exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by both Parties.
- 2.11 **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original.

**2.12 Insurance.** [During the term of this Agreement, Company shall maintain through an insurance companies or companies or self-insured the following minimum amounts of insurance: \(1\) commercial general liability of \\$1,000,000 per occurrence and \\$2,000,000 aggregate, \(2\) professional liability insurance of \\$1,000,000, and \(3\) cyber liability insurance of \\$1,000,000. The commercial general liability policy shall be endorsed to reflect that the District is insured as an additional insured on a primary and noncontributory basis. Each policy shall include by endorsement a requirement of at least thirty \(30\) days' written notice to the District prior to any termination, cancellation or material amendment to that policy. Upon execution of this Agreement, Company shall furnish certificate\(s\) of insurance, policies, and endorsements to the District reflecting the coverages required.](#)

**ACCEPTED AND AGREED:**

~~DISTRICT~~ Oak Park Elementary School District No. 97      **University of California,  
Berkeley**

By: \_\_\_\_\_ By: \_\_\_\_\_  
~~SUPERINTENDENT~~ Dr. Carol L. Kelley, Superintendent Jason Okonofua, Assistant  
Professor of Psychology

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

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**Exhibit A**  
**MOU Collaboration Activities**

**Section 1. Strategic Goals and Objectives**

**1.1 ~~DISTRICT~~The District.**

- 1.1.1 To reduce (and eventually eliminate) sociodemographic disparities in student academic, attendance, and disciplinary outcomes
- 1.1.2 To promote teacher practices and mindsets aimed toward improving teacher-student relationships to impact the aforementioned outcomes

**1.2 Company.**

- 1.2.1 To execute a rigorous scientific study to examine the effects of teacher and student mindset interventions on students' academic, attendance, and disciplinary outcomes
- 1.2.2 To use district data alongside scientific data to determine whether changes have occurred toward achieving the aforementioned goals

**1.3 Joint.**

- 1.3.1 To efficiently establish clear roles for effective working relationships between the teams
- 1.3.2 To establish and adhere to agreed-upon timelines for planning, implementation, and deliverables (e.g., data transfers, reports)
- 1.3.3 To communicate necessary changes to the MOU and/or planning, implementation, data transfer, and analysis phases with sufficient advance notice

**Section 2. Schedule**

**2.1 Pre-planning Phase**

**2.1.1 May 2019**

- 2.1.1.1 Establish point person(s) to fulfill the following roles:
  - (a) **project management** (oversees and facilitates partnership)
  - (b) **research and compliance** (e.g., institutional review board);
  - (c) **implementation** (e.g., scheduling trainings and calendar management);
  - (d) **school site management** (e.g., scheduling participation; rosters);

- (e) **data management** (e.g., providing record data);
  - (f) and **project endorsements** (e.g., signs formal agreements). These roles are fully defined in *Appendix A*. Please note that each role may be fulfilled by one of more individual(s), and the same individual(s) may carry multiple responsibilities.
- 2.1.1.2 UCB team reviews ~~{DISTRICT}~~the District's historical data to determine whether it meets data specifications needed for future outcome analyses. If not, an iterative process ensues in order to ensure that ~~{DISTRICT}~~the District can provide the data necessary to proceed with the project in 2019-2020.
  - 2.1.1.3 UCB ~~{DISTRICT}~~District conversation with **data management** point person(s) to discuss data integrity on the preliminary historical data files (2015-2016, 2016-2017, and 2017-2018 SY) by June 1, 2019.
  - 2.1.1.4 Outline implementation structure and dates with ~~{DISTRICT}~~the District **implementation** and **school site management** point person(s).
  - 2.1.1.5 If (1) all roles outlined in 2.1.1.1 are determined by ~~{DISTRICT}~~the District and communicated with UCB, (2) the historical data pull matches UCB specifications, and (3) a preliminary implementation schedule is provided, the partners will proceed to the 2019-2020 PEP Planning Phase.

## 2.2 Planning Phase

### 2.2.1 March 2019 - May 2019

- 2.2.1.1 UCB team research planning period. Conducting preliminary research in preparation for the 2019-2020 intervention launch with high school teachers.
  - (a) Surveys, classroom observations, and focus groups with high school teachers in participating schools.
- 2.2.1.2 ~~{DISTRICT}~~The District team implementation planning period:
  - (a) **Implementation** point person(s) provides the UCB team with 2019-2020 facilitator training dates (e.g., getting on the district-wide professional development calendar) and logistical details.

## 2.3 Planning Refinement Phase

### 2.3.1 June 2019 - August 2019

- 2.3.1.1 UCB team finalizes implementation schedule and implementation processes with ~~{DISTRICT}~~the District **implementation** and **school site management** point person(s).
- 2.3.1.2 ~~{DISTRICT}~~The District **implementation** point person(s) may receive implementation training from the UCB team in order to train school-level facilitators. Alternatively, UCB team will train school-level facilitators depending on the option that both ~~{DISTRICT}~~The District and UCB team deems to be most appropriate.
- 2.3.1.3 ~~{DISTRICT}~~The District **implementation** point person(s) confirms with the UCB team that all facilitator(s) have been trained and are prepared to implement with their respective group(s) of teachers and students.
- 2.3.1.4 ~~{DISTRICT}~~The District **data management** point person(s) provides UCB team with data needed for implementation (i.e., 2019-2020 student and teacher email addresses and rosters) by August 30, 2019.

**Commented [A2]:** Jason:  
Should we plan to train facilitators, or keep it this way, such that we train one individual who then trains all facilitators?

If we are not using the platform, the process of one APS point person training school-site facilitators should be pretty straightforward. However, perhaps someone from our team should plan to be there either way?

## 2.4 Implementation Phase

### 2.4.1 September 2019

- 2.4.1.1 Module 1 implementation with middle and high school teachers and students at 10 school sites.
- (a) **Implementation** point person(s) implements UCB strategy and monitors ~~{DISTRICT}~~the District participation at each school to maximize participation.

### 2.4.2 February 2020

- 2.4.2.1 Module 2 implementation with middle and high school teachers and students
- (a) **Implementation** point person(s) implements UCB and monitors ~~{DISTRICT}~~the District participation to maximize participation.

## 2.5 Post-Implementation Phase

### 2.5.1 June 2020 - August 2020

- 2.5.1.1 ~~{DISTRICT}~~The District record data refinement and data transfers to UCB team.

### 2.5.2 August 2020 - December 2020

- 2.5.2.1 UCB data analysis and report-writing.

### 2.5.3 December 2020

#### 2.5.3.1 UCB delivery of 2019-2020 SY reports.

## *Appendix A*

### **School District Point Persons: Roles and Responsibilities**

The following ~~{DISTRICT}~~the District point persons are needed to effectively and efficiently run the Perspectives Experience Program (PEP). Please note that each role may be fulfilled by more than one person, or one person may carry multiple responsibilities.

1. **Project Manager:** This individual is responsible for overseeing and managing the PEP Team (i.e., ~~{DISTRICT}~~the District and UCB) collaborative relationship from the ~~district's~~District's side, in order to ensure that the project is moving forward according to plans outlined in the MOU.
2. **Research and Compliance Manager:** This individual is responsible for managing all research approval/compliance requirements from the district and University of California, Berkeley (UCB). In particular, this individual is responsible for ensuring that all ~~district~~ District requirements are met for executing research with an outside entity. Documents s/he may complete and/or manage include but are not limited to:
  - a. School district research application;
  - b. FERPA agreement(s) for the ~~district~~District and/or UCB (*Appendix B*);
  - c. Storing a copy of the UCB Institutional Review Board (IRB) approval letter for district records (*Appendix C*);
  - d. Obtaining UCB (*Appendix D*) and ~~district~~District (if required) school site approval letters from principals.
3. **Implementation Manager:** This individual is responsible for scheduling implementation dates and overseeing the PEP implementation process across all school sites. This person(s) will manage the following:
  - a. Collaborate with the central office and school stakeholders to determine which individuals will serve as the School Site Manager(s) at each participating school;
  - b. Determine the schedule and logistics for training Site Managers;
  - c. Provide Site Managers with support for executing their roles as described below;
4. **School Site Manager:** This individual is the primary liaison between a designated school site and the broader PEP Team (i.e., district and UCB team). There may be a single



School Site Manager for all participating schools, or one person per school, depending on the number of participating schools and capacity. S/he is responsible for:

- a. Obtaining site approval letters (template provided by the UCB team) from principals to deliver to the Research and Compliance Manager;
- b. Completing and managing the classroom-level implementation schedule at the designated school site(s).

5. **Data Manager:** This individual is responsible for communicating directly with the UCB team about record data the [eDistrict](#) will provide to the UCB team. In particular, this individual is responsible for ensuring that all data is provided to the UCB team securely (e.g., via Box or a district-sponsored secure server) in the requested format. Tasks will include but are not limited to:

- a. Reviewing and following the UCB Data Guide (*Appendix E*) to complete each data pull in the requested format;
- b. Communicating directly with the UCB team about the data pull process;
- c. Providing the UCB team with a historical data pull prior to PEP implementation.

6. **Project Endorsement:** This individual is responsible for signing off on formal agreements between the UCB team and the [eDistrict](#).

Please provide contact information for the point person(s) who will take charge of each role:

Role	Name of Point Person(s)	Email Address	Phone Number
Project Manager			
Research and Compliance Manager			
Implementation Manager			
Site Manager			
Data Manager			
Project Endorsement			

*Appendix B*

**District-Level FERPA Agreement**

**Today's date:** \_\_\_\_\_

This letter attests that I am familiar with the study, "Perspectives Experience Program" (Protocol #2017-05-9921) being conducted by University of California, Berkeley. As a representative of my school district, I hereby request that our school(s) be allowed to participate in this research.

I understand that our participation will consist of 1) giving teachers the opportunity to participate in a series of online study activities and 2) providing students' academic records to the investigators at the end of the study. We will disclose students' academic records to the investigators without requiring parental consent from students' parents in accordance of section §99.31 (a)(6)(i) of the Family Education Right to Privacy Act (FERPA). That is, our school will disclose this information to the Berkeley investigators because they are conducting studies on our behalf to: 1) administer programs to aid students (by raising their academic achievement) and 2) improve instruction (by providing feedback to our school(s) regarding particular feelings about school and mindset, held by our teachers, that may be influencing their achievement).

I understand that this research will be carried out following sound ethical principles and that participant involvement in this research study is strictly voluntary and provides confidentiality of research data. I also understand that students' identifiable records will be maintained confidentially and de-identified once the study is completed.

Thank you,

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**District:** \_\_\_\_\_

*Appendix C*

**University of California, Berkeley Institutional Review Board Approval Letter**

[Separate document. Can add later when this MOU document is converted to a PDF. The approval letter is a PDF and therefore can only be merged with another PDF file.]

*Appendix D*

**Template for School Site Approval Letter**

[Letterhead]

[Today's date]

This letter attests that I am familiar with the study, "Perspectives Program" (Protocol #2017-05-9921) being conducted by University of California, Berkeley. As a representative of my school, I hereby request that our school(s) be allowed to participate in this research.

I understand that our participation will consist of 1) giving teachers and students the opportunity to participate in a series of online study activities and 2) providing students' academic records to the investigators at the end of the study. We will disclose students' academic records to the investigators without requiring parental consent from students' parents in accordance of section §99.31 (a)(6)(i) of the Family Education Right to Privacy Act (FERPA). That is, our school will disclose this information to the Berkeley investigators because they are conducting studies on our behalf to: 1) administer programs to aid students (by raising their motivation and academic achievement) and 2) improve instruction (by providing feedback to our school(s) regarding particular feelings about school and mindset, held by our teachers and students, that may be influencing their achievement).

I understand that this research will be carried out following sound ethical principles and that participant involvement in this research study is strictly voluntary and provides confidentiality of research data. I also understand that students' identifiable records will be maintained confidentially and de-identified once the study is completed.

Thank you,

[Signature]

[Name]

[Title]

[District/School]

**Appendix E**

**Perspectives Experience Program Data Guide**

[Separate document. Can add later when this MOU document is converted to a PDF.]

**Commented [A3]:** Please provide all documents that will be made part of this Agreement.