

# Memorandum of Understanding

Ector County Independent School District and  
American Institute for History Education, L.L.C.

Ector County Independent School District ("ECISD") and American Institute for History Education, L.L.C. ("AIHE") enter into this Memorandum of Understanding for the purpose of applying for and implementing a Teaching American History grant from the United States Department of Education.

### Terms of Service and Confidentiality

AIHE agrees to write a Teaching American History Grant proposal for the district at no cost to the district. The only compensation AIHE will receive is through an awarded grant and will be for the professional development services and products provided to the district enumerated within the grant proposal.

AIHE and ECISD agree that all AIHE and ECISD documents, as well as assessment materials and records, will be kept confidential and will not be shared or released with any other person outside of AIHE, ECISD and partner applicants without expressed written consent from AIHE and ECISD, except as required by applicable law. ECISD agrees that it will not distribute or share AIHE's copyrighted grant application process, Fellowship model, or any other intellectual property or business practice unless required by applicable law.

ECISD and AIHE will work diligently to submit a Teaching American History Grant before the deadline. ECISD agrees to submit a copy to AIHE for its records and approval.

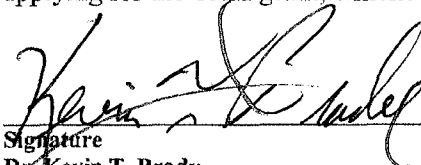
### If the grant is awarded, American Institute for History Education, L.L.C. will:

- work with the ECISD to provide a seamless program, integrating rich history content with methods that will bring substantive history to ECISD's students
- provide a team of experts to bring substantive historical content to ECISD's teachers,
- train ECISD's project director at AIHE's Annual Meeting of the Minds Conference, and
- deliver other special services and/or products enumerated in the grant proposal. (See also AIHE letter of support)

### If the grant funds, the ECISD will:

- compensate AIHE for services and products submitted to the USDOE.
- Render compensation to AIHE on a quarterly basis. Initial compensation will be within 30 days of the ECISD's receipt of grant funds from the United States Department of Education during year one of the project.

This agreement is considered valid when both parties sign this agreement, or when ECISD begins the process of applying for the TAH grant, whichever comes first.

  
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 Signature  
 Dr. Kevin T. Brady  
 President  
 American Institute for History Education, L.L.C.  
 1514 Kings Highway  
 Swedesboro, NJ 08085  
 (856) 241-1990  
 (856) 241-1622 (fax)

Date: 3-6-09

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 Signature  
 Hector Mendez  
 Superintendent  
 Ector County ISD  
 802 N. Sam Houston  
 Odessa, TX 79760  
 (432) 332-9151  
 (432) 331-7849 (fax)

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