

**Sample
Memorandum of Understanding**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between all of the partner agencies (“agencies”) in Alliance X: [insert list of participating organizations], to work collaboratively on implementing a Shared Services Alliance.

Background

A Shared Services Alliance is a network of early care and education providers who work together to share information and costs. The goal of ALLIANCE X is to improve operational stability and service quality in all participating centers by centralizing business and pedagogical leadership. This Memorandum of Understanding is executed with the full knowledge and intent from each organizational Board of Directors.

Roles and Responsibilities

All partners in this enterprise have agreed to a collaborative approach to management and decision making by the leadership team.

ALLIANCE X Leadership Team:

[list leaders
from each
participating
organization]

This MOU establishes a collaborative relationship between all agencies in ALLIANCE X and sets forth the roles and responsibilities of each agency.

Responsibilities of ORG 1:

1. **Steward the vision for full implementation of ALLIANCE X.** Since its inception, the shared services initiative in the Y community has been promoted and supported by ORG 1. ORG 1 will continue to work with experts and peers in other communities to ensure the robust implementation of ALLIANCE X, documentation of the model, and foster potential replication in other communities.
2. **Serve as the point of contact and liaison with the funders of this initiative.** As the principal fund raiser for this work, ORG 1 is managing grant funds which are providing seed money for implementation. ORG 1 will maintain and coordinate communication with funders about ALLIANCE X activities and accomplishments.
3. **Ensure that all grant funds are used for the purpose for which they were intended.** ORG 1 will utilize documentation from partners who receive funding from ORG 1 to implement project activities and the Leadership Team to demonstrate and report to funders regarding appropriate spending.
4. **Ensure that grant deliverables are met.** ORG 1 will utilize documentation from partners and Leadership Team to demonstrate and report deliverables and/or challenges to funders and stakeholders.

Responsibilities of ORG 2:

1. **Convene and communicate.** ORG 2, with its trusted presence in Y, will continue to serve as a convener to engage community partners and child care providers who may potentially join ALLIANCE X.

2. **Participate in Leadership Team meetings of ALLIANCE X.** ORG 2 will continue its active engagement in ALLIANCE X evolution to gain expertise and experience that will assist in replicating the Alliance strategy in other communities in the state.
3. **Promote policy and advocacy strategies.** ORG 2 will lead efforts on behalf of the Alliance that support the success of ALLIANCE X and other Alliances in the state.

Responsibilities of ORG 3 [Note: in this example, ORG 3 is the “Hub”]:

1. **Provide centralized coordination of services that will enhance business operations of member centers.** As the competitively selected Hub entity for the Alliance, ORG 3 will assign appropriate personnel to review operating and financial data and develop site based plans to strengthen business operations and practices for each partner. These individuals will be employees or contractors of ORG 3. The CEO and COO will have primary responsibility for overseeing business leadership activities, which will include developing shared business services, joint purchasing, and developing and implementing business metrics. ORG 3 will expand the suite of services over time, in alignment with member needs and agreements.
2. **Provide leadership and technical support to implement and utilize automation solutions at each center.** As the recipient of the grant to implement ProCare across sites, ORG 3 will manage grant funds to purchase ProCare child management software and relevant hardware; provide technical support to transfer all appropriate data into the ProCare system; collect and analyze program level data to identify challenges and opportunities in operations; and support to staff at each site to develop and implement plans for improving business metrics and operational efficiencies. ORG 3 will maintain strict confidentiality with all data pertaining to students and families.
3. **Pursue strategic policy and financing advances for members of the Alliance.** This responsibility includes, but is not limited to, negotiating contracts for additional/enhanced services, identifying and implementing new sources of revenue for direct services, etc.
4. **Provide oversight of Pedagogical Leadership to enhance utilization of best practices for ECE professionals.** ORG 3 will be responsible for supporting/overseeing an individual/organization selected by the Leadership Team to serve as the Pedagogical Leader for the Alliance (PLA). The PLA will work with each partner agency to develop and implement a pedagogical leadership plan, working closely with pedagogical leaders who will be identified in each site. The PLA will utilize the framework of state’s QRIS and other resources to build the capacity of all center staff, helping them to participate in appropriate professional development (PD) experiences, and nurturing their ability to improve quality in their programs. The PLA will coordinate all professional development as well as provide coaching to all centers. The PLA will be responsible for ensuring that all pedagogical work in the project stays on track and is reporting required metrics and reports.
5. **Provide data to ORG 1 that will enable appropriate grant reporting.**

Responsibilities of ORG 4, ORG 5, ORG 6 [Note: in this example, these are the participating centers]:

1. **Commit to regular Alliance meetings among Leadership Team.** These meetings will help build relationships among the partners, share experiences with the Alliance, and review processes/products /plans and decision making that will move the project forward.
2. **Collect data to enable reporting on business and quality metrics.** Once the technology upgrades are completed, ensure that data are entered in a timely manner and made available to ORG 3 for review and analysis.
3. **Develop and implement business practices** that are identified to improve financial/operational sustainability, with ORG 3’s guidance and advice.
4. **Identify a pedagogical leader at each site.** The pedagogical leader will work under the guidance of the PLA, participate in regular learning opportunities, and have time off the floor to plan, reflect and work intentionally with classroom teachers.
5. **Develop a staffing plan that will support intentional pedagogical leadership at each site.** This includes, but is not limited to, enabling each teacher to have paid time off the floor to plan, reflect and engage in supervision, conduct child assessments, and work with peers.

6. **Participate fully in learning opportunities.** This includes, but is not limited to, participation in the Pedagogical Leaders Learning Community, business leadership and metrics training and meetings, and other relevant training and technical assistance.
7. **Provide data to ORG 1 that will enable appropriate grant reporting.**

Responsibilities of Leadership Team to the Alliance:

As the Leaders of this initiative, we affirm that the following values underpin this venture are:

- We are **quality first** led
- We **share** strengths and resources
- We work **collaboratively while honoring independence**
- We look to **advance equity not competition**
- We are **always respectful**
- We are **informed risk takers** to increase quality and stability

We agree to:

1. **Promote ALLIANCE X in the Y area.** Provide information to colleagues and peers regarding the experience of engagement in a Shared Services Alliance in a variety of settings, both formal and informal.
2. **Develop a plan to identify and onboard new members into the Alliance.**
3. **Engage in policy and advocacy activities** to support the Alliance as needed and feasible.
4. **Develop a plan to ensure that the Alliance is financially sustainable in 3 years.** This may be accomplished through a combination of cost savings, increased revenue, staffing restructure, and other efficiencies which will ensure that all costs of the Alliance are fully covered without the need for significant external funding.
5. **Resolve conflicts and concerns** through a process agreed upon by the Leadership Team

Changes to this MOU

As new aspects of ALLIANCE X are developed and implemented, including engagement of additional members of the Alliance, amendments to this MOU will be made to reflect the new work.

Effective Date:

This Agreement shall continue in full force and effect from Date A until Date B.

RECORD RETENTION/OWNERSHIP OF MATERIAL

All records, documents and photographs associated solely with, produced by or used by the agencies to complete the activities are the property of ORG 1. The agencies shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the agencies' obligations under the contract without prior written consent of ORG 1.

CONFIDENTIAL INFORMATION

The agencies agree that during the term of this agreement and after termination thereof, agencies will not use for own benefit or the benefit of any other person or entity, or divulge or convey to any third party, any confidential information of or obtained through ALLIANCE X participation.

Confidential information shall consist of all information, knowledge or data relating to ORG 1, ALLIANCE X, and its business, including but not limited to, information about services and products, service providers and affiliates, trade practices, staff and financial information which is not available in the public domain or otherwise published.

TERMINATION OF THIS AGREEMENT

This agreement may be terminated by any agency on thirty (30) days advance written notice to the other agencies. All such notices shall be by certified mail or delivered personally to all ALLIANCE X agencies.

GOVERNING LAW

This agreement shall be interpreted according to the laws of the state of X.

APPROVAL

By signing below, ALLIANCE X agencies agree to the terms indicated herein.

ORG 1 CEO (date)

ORG 2 CEO (date)

ORG 1 Board Chair (date)

ORG 2 Board Chair (date)

ORG 3 CEO (date)

ORG 4 CEO (date)

ORG 3 Board Chair (date)

ORG 4 Board Chair (date)

ORG 5 CEO (date)

ORG 6 CEO (date)

ORG 5 Board Chair (date)

ORG 6 Board Chair (date)