

**MEMORANDUM OF UNDERSTANDING BETWEEN GUAM DEPARTMENT OF
EDUCATION AND THE AYUDA FOUNDATION REGARDING
WEBSITE SERVICES FOR THE SERVICE LEARNING PROGRAM**

This Memorandum of Understanding (“MOU”) is made by and between the Guam Department of Education (“GDOE”), 500 Mariner Avenue, Barrigada, Guam 96913 and Ayuda Foundation, 181 East Marine Corp Dr., Carl Rose Building #207, Hagåtña, Guam 96910, hereafter collectively the “Parties”.

WHEREAS, GDOE is a single unified school district and an entity within the Government of Guam; and

WHEREAS, the Ayuda Foundation is a nonprofit organization on Guam dedicated to provide sustainable humanitarian aid for individuals of Micronesian descent; and

WHEREAS, in accordance with Public Law 30-53, each GDOE student shall complete seventy-five (75) hours of Service Learning as a requirement for high school graduation and GDOE shall enact regulations and programs for Service-Learning; and

WHEREAS, students need service learning hours in order to graduate, the Ayuda Foundation would like to help with graduation efforts by providing a website listing of available service learning projects; and

WHEREAS, in an effort to comply with Guam Law, strengthen the Service Learning Program, and help students accomplish their graduation requirements, GDOE would like to enter into an MOU with the Ayuda Foundation;

NOW THEREFORE the parties hereto agree as follows:

1. GDOE agrees to do the following:
 - a. The Superintendent of GDOE, or an appointee by the Superintendent of GDOE, shall make decisions on behalf of GDOE involving the Service Learning Partnership between the two entities.
 - b. GDOE shall establish a Service Learning Review Panel composed of GDOE personnel that shall hold monthly meetings. The Panel will review Service Learning Project proposals submitted by the Ayuda Foundation and other prospective Service Learning providers. The proposed Service Learning Projects will require approval by GDOE and will be listed on the Service Learning website for GDOE students and teachers.
 - c. GDOE shall provide access to its high school facilities to the Ayuda Foundation employees and volunteers in order for the Ayuda Foundation to train GDOE teachers and students on the use of the Service Learning website. GDOE and the Ayuda Foundation will agree on a schedule for these training sessions.

- d. GDOE agrees to have GDOE high school teachers register annually on the Service Learning website.
2. The Ayuda Foundation agrees to do the following:
 - a. The Ayuda Foundation shall propose service learning projects to the GDOE panel at monthly meetings. Available Service Learning projects that will be offered and posted on the Service Learning website shall require the approval of GDOE.
 - b. The Ayuda Foundation shall provide an electronic directory through a web-based platform of the available Service Learning Projects to GDOE teachers and students, parents, and the community.
 - c. The Ayuda Foundation shall provide training on the use of the Service Learning Website to GDOE students and teachers.
 - d. The Ayuda Foundation shall provide GDOE with data collected from the Service Learning website at the end of the school year including, but not limited to, the number of teachers registered on the site, the number of Service Learning Projects done by registered students, the most popular Service Learning Projects based on GDOE students' selection, and the total number of available services being offered on the Service Learning website.
 - e. The Ayuda Foundation shall ensure that the student and teacher information collected for Service Learning is secured and not used for any other purposes other than to accomplish Service Learning projects.
3. The Ayuda Foundation shall comply with all applicable policies and procedures regarding entry on a GDOE campus.
4. The Ayuda Foundation warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, "Information"), made available or acquired for the purpose of carrying out this Program. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by Ayuda Foundation to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.
5. The Ayuda Foundation shall ensure that each Ayuda Foundation employee or volunteer who will interact with GDOE students, faculty, or staff under this MOU has submitted a recent police and court clearance to GDOE.
6. No Ayuda Foundation employee or volunteer may participate in any activities under this MOU if he or she has been convicted of an offense under the provisions

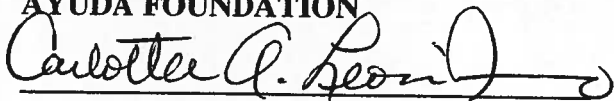
of Chapter 25 of Title 9 Guam Code Annotated or of any offense in any jurisdiction which includes all the elements of those offenses.

7. If any Ayuda Foundation employee or volunteer participating in any activities under this MOU is arrested for any criminal offense during the pendency of this MOU, such Ayuda Foundation employee or volunteer shall be immediately disqualified from participation in any activities under this MOU and shall not report to any GDOE property.
8. The Ayuda Foundation, its employees, and volunteers are not employees or independent contractors of GDOE and shall receive no compensation or other consideration from GDOE for their presence on GDOE property or for activities under this MOU. There is no other relationship between GDOE and Ayuda Foundation other than that contemplated by this MOU.
9. The Ayuda Foundation, its employees, volunteers, and participants waive any all claims for injury or loss occurring in the course of this MOU or while present on GDOE property against GDOE. The Ayuda Foundation is required to have all its staff, volunteers, and participants execute a Waiver of Claims form prior to engaging in any activity on GDOE property.
10. GDOE reserves the right to refuse any Ayuda Foundation employee or volunteer to participate under this MOU or to enter GDOE property if such employee or volunteer shall violate any GDOE policies or procedures.
11. **Amendments.** Amendments to this MOU may be made upon a written agreement to do so by GDOE and the Ayuda Foundation.
12. **Termination.** Each party reserves the right to terminate the Program within twenty-four hours notice.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated by their respective names.

SO AGREED:

AYUDA FOUNDATION



Authorized Representative

Date: 2/16/15

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GUAM DEPARTMENT OF EDUCATION



JON J.P. FERNANDEZ

Superintendent *JN*

Date: 2/11/15