

Memorandum of Understanding

Alberta-British Columbia Protocol for Cooperation and Development – Acquisition and Delivery of Learning Resources

THIS MEMORANDUM OF UNDERSTANDING executed on the _____ day
of _____, 2003

BETWEEN:

ALBERTA LEARNING

as represented by the Minister of Learning
(hereinafter called “Alberta”)

and

BRITISH COLUMBIA MINISTRY OF EDUCATION

as represented by the Minister of Education
(hereinafter called “British Columbia”)

WHEREAS Alberta and British Columbia (hereinafter called “the Provinces”) have entered into the Memorandum of Understanding and Cooperation between the Government of Alberta and the Government of British Columbia;

AND WHEREAS the Provinces have previously agreed to explore potential partnerships regarding the bulk buying advantages when purchasing learning and teaching resources as announced in a joint news release October 8, 2002 (herein after called “the Alberta/British Columbia Learning Resources Project” or “the Project”);

AND WHEREAS the Provinces have agreed that a longer-term relationship has the potential to offer considerable cost-savings and operational efficiencies to both Provinces’ education systems;

AND WHEREAS several Alberta and British Columbia stakeholders have expressed significant interest in supporting the Provinces’ efforts to improve the acquisition and delivery of learning resources;

The Provinces, building on their work over the past year, wishing to extend and deepen their cooperation on the acquisition and delivery of learning resources, in consultation with publishers and representatives from the educational community, have reached the following understanding:

I. GOALS AND PRINCIPLES OF THE PROJECT

1. The Provinces' objective is to make learning resources more accessible in Alberta and British Columbia by creating operational efficiencies and cost savings for the acquisition and delivery of learning resources in both Provinces, by increasing the awareness surrounding the importance of learning resources in the classroom, and by developing strategies and partnerships aimed at creating predictability regarding future learning resource purchases.
2. The Provinces agree that any future work or discussions regarding this Project will be guided by the following principles:

Accessibility and Visibility: The partnership, the delivery model and the list of eligible resources will be accessible and visible to all stakeholders.

Predictability and Sustainability: Staff and financial resources will be made available by the Provinces to sustain a focus on the importance of learning resources in the classroom.

Cost Effectiveness: Effective cost management and negotiation will be exercised to ensure all involved parties realize financial benefits.

Cost Recovery: The Learning Resources Centre (LRC) of Alberta Learning is a dedicated revenue fund, and operates on a cost recovery basis. This partnership will strive towards a balanced cost recovery approach for both partners, with a pricing policy in support of the LRC's operating mandate.

3. The Project builds on the activities and results of the 2002/03 Alberta/ British Columbia Learning Resources Project and the collaborative efforts of the Provinces that were required to initiate the Project.
4. Staff and financial resources will focus on areas with the greatest potential for value creation in the areas of acquisition and delivery of learning resources across the Provinces.
5. The LRC is the preferred source for Recommended learning and teaching resources in British Columbia and authorized learning and teaching resources in Alberta.
6. The Provinces wish to ensure that British Columbia school districts are aware of the opportunities available in accessing and acquiring learning resources through the LRC of Alberta Learning.

7. This MOU defines the framework for cooperation in the development of a joint acquisition and delivery model for learning resources in the Provinces.

II. SPECIFIC AREAS OF CONSULTATION AND COOPERATION

Strategies and Planning

8. The Provinces will cooperate in the development of strategies and implementation plans aimed at improving the accessibility and predictability of learning resource purchases in British Columbia.
 - a) The Provinces will develop a 5-year Learning Resource Accessibility Plan (LRAP) that will act as the Project business plan.
 - b) An emphasis will be put on improving the learning resource offering and on the marketing and communication needed to promote the services of the Project to British Columbia school districts.
 - c) The Provinces will develop a 5-year financial forecast, to be reviewed and adjusted on an annual basis in support of the LRAP. This forecast will include an analysis detailing the fixed and variable operating cost structure.
 - d) The Provinces will establish a competitive pricing policy in support of the LRAP and the development of a cost-recovery resource delivery model taking into consideration input from the publishing industry and any recognized School District budget constraints.
 - e) The Provinces will collaborate on a Risk Analysis identifying mission critical variables and key success factors, as well as mitigating contingency plans necessary to resolve constraining factors.

Learning Resource Listing

9. To create a true one-stop shopping experience, the scope of learning resources for the LRAP must be broad, comprehensive and manageable.
10. The listing must be easy to use and navigate. The following characteristics or features should be made available to support the British Columbia recommended list of resources:

- Publisher, edition, year published
 - Educational use information (grade, subject, curriculum....)
 - Annotation from the Ministry
 - Status (recommended or pending withdrawal, etc.)
 - Cautionary notes
 - Sales history analysis
 - Physical description
 - Picture
 - Sample page or table of contents
 - Availability (delivery time, backorder etc)
11. The Provinces will collaborate on the maintenance of the learning resource listings and existing content and the development of new value-added features (e.g. picture, table of contents), as described above.

Marketing and Communications

12. The Provinces recognize the importance of marketing and communicating the availability of learning resources as a means of involving potential participating British Columbia schools and school districts.

The Provinces also recognize that training of stakeholders is critical to changing the way learning resources are identified and purchased in British Columbia.

Therefore, the parties will cooperate in areas such as:

- a) Supporting the existence of a dedicated staff resource in British Columbia focused on communicating the key messages related to this partnership, and on delivering the education and training required by British Columbia school districts to use LRC's online ordering system;
 - b) Developing unique messages and communications required to raise awareness of the partnership.
13. Alberta Learning will be responsible for the overall marketing and positioning of the service model throughout British Columbia, with support from the B.C. staff resource.
14. British Columbia Ministry of Education will be responsible for identifying appropriate opportunities for LRC to communicate the availability of the service.

15. The Provinces will each be responsible for communicating this partnership within their respective Ministry departments.

Negotiation

16. Alberta Learning will be responsible for continued negotiations and procurement activities with national publishers regarding the acquisition and delivery of learning resources in both Provinces.
17. British Columbia Ministry of Education will be responsible for identifying and liaising with local British Columbia publishers for purposes of participating in this project. Alberta Learning will be responsible for continued negotiations and procurement activities with British Columbia publishers.
18. Alberta Learning will keep British Columbia updated on all negotiations affecting this partnership and will seek advice and guidance on a regular and routine basis.

Technology Development

19. Any processes, applications and/or software developed by Alberta Learning and arising out of this partnership shall remain the property of Alberta Learning. Alberta Learning will reserve the right to sell and/or license, in whole or in part, any processes, applications and/or software developed by Alberta Learning and arising out of this partnership.

III. IMPLEMENTATION AND MONITORING

Steering Committee

20. The Provinces will establish a Steering Committee to implement the Project. It will consist of one Executive representative from each Province. The Steering Committee will:
 - a) Be responsible for providing broad policy direction;
 - b) Be responsible for the provision of adequate staff and financial resources required to implement LRAP;
 - c) Champion work elements that would benefit from targeted senior management support;
 - d) Provide Ministers with progress reports based on performance measurements reflected in the LRAP;
 - e) Meet annually and additionally as required;
 - f) Invite other representatives to participate in individual work elements undertaken by the Provinces where appropriate.

Management Committee

21. The Provinces will establish a Management Committee to coordinate the day-to-day work of the Project. The Management Committee will be comprised of senior managers from both Provinces. The Management Committee will:
 - a) Be responsible for developing the LRAP;
 - b) Ensure that the model is communicated effectively to British Columbia stakeholders;
 - c) Work closely with the Canadian Educational Resources Council (CERC) and national publishers to ensure that the model is beneficial to the publishing industry and that the appropriate level of financial and in-kind participation is received from said stakeholders;
 - d) Ensure that the learning resource offering is complete, comprehensive and valuable to British Columbia stakeholders;
 - e) Undertake other work as it sees fit to do.

Work Groups

22. Work Groups may be set up at the request of either the Steering Committee or the Management Committee. Participation in the individual work groups will be determined by the mandate and interest of each of the Provinces. The individual work groups will be encouraged to involve others from both the public and private sector.

Support Resources

23. The Provinces note that there were times during the Project that resources were sufficiently limited to preclude cooperative work that is consistent with the objectives of the MOU and the “mission critical” objectives of the signatories.

Therefore, the Provinces will endeavor, from time to time, to fund specific projects, as determined by the Management Committee and approved by the Steering Committee. Both Provinces will endeavor to provide adequate funding, staff or “in kind” resources where it can be demonstrated that it will assist in meeting the goals and objectives of this MOU.

The Provinces will also seek options, consistent with government policy, to develop the capacity to provide cost-recovery programs.

Performance Measures

24. The Provinces recognize that there are two major areas where success must be measured.
 - a) We need to assess the impact of services we provide to British Columbia school districts as we develop the learning resource acquisition and delivery model.
 - b) We need to evaluate the progress made in creating efficiencies, managing costs, increasing collaboration and seeking innovative ways to deliver the services provided to Alberta and British Columbia School jurisdictions.

25. Indicators will include introduction of new British Columbia school districts to the model, the volume of learning resource purchases in British Columbia, the level of publisher participation within the model, and others to be determined. Measurement tools may include:
 - a) Client needs surveys;
 - b) Client satisfaction surveys;
 - c) Surveys of potential clients not served;
 - d) Risk Analysis and contingency plans;
 - e) LRC sales and activity reports;
 - f) Comparison to 5-year financial forecast.

26. The Provinces will put a high priority on developing innovative and acceptable measurements for as many of the work elements undertaken as possible.

27. Following the completion of the 2003/04 Alberta/British Columbia Learning Resources Project, and following a decision made by the Provinces to continue with the partnership, the British Columbia Ministry of Education will consider funding policy alternatives related to learning resources in British Columbia that are consistent with the goals of this MOU.

IV. OTHER PROVISIONS

28. This Memorandum of Understanding does not create any contractual or other legal obligation to perform on either Province; nor will the Provinces be subject to any legal liability resulting from non-performance of any provisions of this Memorandum of Understanding.

29. Amendments to this Memorandum of Understanding require the written consent of the Provinces.
30. Individual signatories from either Province may terminate their participation in the MOU upon three-month advance notice in writing to the other signatories. The Provinces will make a joint decision following the completion and evaluation of the 2003/04 Alberta/British Columbia Learning Resources Project whether or not the progress of the partnership is substantial enough to warrant further involvement.
31. This Memorandum of Understanding will terminate on March 31, 2008 unless the Provinces agree to an extension.

**IN WITNESS WHEREOF THE UNDERSIGNED HAVE SIGNED THIS
MEMORANDUM OF UNDERSTANDING**

Government of Alberta

Government of British Columbia

Minister of Learning

Minister of Education