

University of North Texas and Denton ISD Principal Residency Program Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING FOR PRINCIPAL RESIDENCY

GRANT; Cycle 7 (the "Agreement") is made by and between the University of North Texas College of Education ("UNT"), on behalf of its College of Education, and Denton ISD ("District"), a Texas Independent School District, to establish a partnership for the design and implementation of a graduate cohort partnership that will allow District employees to obtain a Master of Education in Educational Leadership degree (the "master's program") through UNT's College of Education.

1. Important Dates
 - Program Start Date: June 1, 2024
 - Program End Date: August 31, 2025

2. As part of the Agreement, UNT agrees to:
 - Work with the District designated staff to intentionally interweave the District's mission, vision, values, tools, processes, and mindset with the state required competencies to better prepare the candidates for leadership roles at the District.
 - Offer courses leading to a Master of Education in Educational Leadership degree to a cohort of ten District employees (the "Denton ISD Cohort"), beginning with the 2024 Summer semester, assuming minimum of ten employees apply and are admitted into UNT. The Master's Program will consist of a 33-credit hour program (consisting of 11 master's-level courses). The master's program will prepare the District Cohort members to take the Principal Certification exam (TExES Principal 268 & PASL) by the end of the master's program, and will also allow the District Cohort members to complete all required internship hours (160) necessary to obtain a Principal Certification and obtain T-TESS certification.
 - Designate a program director to advise the District Cohort on master's program requirements and to serve as a liaison between the District Cohort and any UNT professors serving the cohort.
 - Facilitate master's program classes to be conducted at a central location within the District (or online if necessary).
 - To hire graduate-level professors for District Cohort; such professors may include the District's employees who meet UNT's requirements for service as an adjunct professor and who are separately hired as a UNT adjunct professor. UNT is not obligated to hire District employees as adjunct professors, and will make staffing decisions per UNT's guidelines for employing adjunct professors.
 - Coordinate with UNT professors and the District Cohort to create a class time

and schedule that is conducive for the cohort. This can be a face-to-face, hybrid or online class and either in an eight- or sixteen-week or mini-session class session.

- Coordinate with the UNT program directors and graduate recruiters will coordinate the graduate application process through the UNT graduate admissions staff.
3. As part of the Agreement, the District agrees to:
 - Pay UNT 100% of each candidates' tuition from grant funds.
 - Design and implement a process to attract and select ten (10) high potential leadership candidates for the program who have not already begun a graduate program with any other university.
 - Ensure that all candidates qualify and apply for admission into the UNT graduate school of education and the Texas Education Agency Educator Preparation Program.
 - Provide sufficient facility space with access to high-speed wireless internet, whiteboards, projection and sound equipment for instructor and student use at any designated location within District to allow master's program activities to take place.
 - Allow necessary scheduling accommodations for the District Cohort members to attend master's program activities.
 - Assign residents to work at selected high needs campuses and provide mentor administrators.
 - Work with UNT faculty to provide access to district personnel to customize course content and act as guest speakers.
 4. As part of the Agreement, candidates will be expected to:
 - Complete all the District candidate selection process and be approved by District to participate.
 - Apply and be accepted into the UNT graduate program before the course begins. Nothing in this Agreement should be construed to guarantee that District employees will be admitted to the UNT graduate program.
 - Pay UNT fees and purchase any textbooks and supplies required.
 - Successfully participate and complete all activities and assignments.
 5. FERPA Addendum: The parties agree to abide by the FERPA Addendum, which is fully incorporated by reference into this agreement.
 6. Confidential and Proprietary Information: The parties acknowledge that, in connection with this Agreement, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to the disclosing party. For purposes of this Agreement, "Confidential Information" shall include but not be limited to:
 - a. Information relating to the disclosing party's financial, regulatory, personnel, or operational matters.

- b. Information relating to the disclosing party's District's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- c. Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs.
- d. Contracts, product plans, sales and marketing plans, and business plans.
- e. All information not generally known outside of District's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether such information originates from disclosing party's or its agents.

The term "Confidential Information" does not include the following:

- a. Information available to the public through no wrongful act of the receiving party.
- b. Information that has been published.
- c. Information required in response to subpoena, court order, court ruling, or by law.

Receiving party agrees that it will not, at any time during or after termination or expiration of this Agreement, use or disclose any confidential information or trade secrets of disclosing party to any person or entity for any purpose whatsoever without the prior written consent of disclosing party unless and except as otherwise required by applicable federal or state law.

- 7. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE, STIPULATE, AND AGREE THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO DISTRICT INCLUDING BUT NOT LIMITED TO STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO DISTRICT UNDER APPLICABLE LAW.
- 8. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF DISTRICT (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THOSE TERMS AND CONDITIONS RELATING TO LIENS ON DISTRICT'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE

"LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON DISTRICT EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS

9. This Agreement may only be amended in writing signed by both parties.
10. This Agreement shall be effective when executed by both parties. This Agreement may be terminated without cause by either party by providing thirty (30) days' written notice to the other party.
11. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
12. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties acknowledge and agree that venue for any dispute concerning this Agreement shall be in the State District Courts in and for Denton County, Texas.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement to be effective as of the Effective Date.

UNIVERSITY OF NORTH TEXAS

By: _____

Name: _____

Title: _____

Date: _____

DENTON INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____