

**Memorandum of Understanding**  
between  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
and  
Center for Innovative Research in Change, Leadership, and Education (CIRCLE)  
Texas Tech University

**I. Parties**

The parties to this agreement are ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (hereinafter ECISD) and Texas Tech University, a Texas institution of higher education, on behalf of its Center for Innovative Research in Change, Leadership, and Education in the College of Education(hereinafter CIRCLE).

**II. Intent to establish a Research Practice Partnership**

ECISD and CIRCLE intend to establish a long-term, mutually beneficial collaboration to promote the production and use of rigorous research about problems of practices, commonly referred to as a Research Practice Partnership (hereinafter RPP). This RPP will be referred to locally as the ECISD OPPORTUNITY CULTURE RESEARCH STUDY (hereinafter ECISD ORS).

**III. Activities of the RPP**

*A. Research*

1. Research projects should align with the goals specified in the ECISD strategic plan and/or core beliefs and commitments of the ECISD Board of Trustees.
2. Research projects should aim to provide actionable research products for ECISD.

*B. Policy Recommendations*

1. Policy research should support ECISD in developing local educational policies and practices that are more equitable, sustainable, and supportive of the ECISD stakeholder communities.

*C. Technical Assistance*

1. As appropriate, CIRCLE will provide technical assistance and data analysis for ECISD that will benefit student, teacher, and district outcomes.

**IV. Data Management**

ECISD and CIRCLE/TTU will establish a data-sharing agreement that will meet the needs of RPP research projects.

## **V. Funding**

### *A. Budget*

1. The RPP does not have a standing budget from either CIRCLE or ECISD.
2. Whenever possible, funding for the RPP will be pursued collaboratively by CIRCLE and ECISD.

### *B. Sustainability*

1. Any external funding acquired by the RPP will have appropriate indirect and direct administrative costs applied to support the long-term sustainability and impact of active research projects.

## **VI. Modification**

### *A. Amendments*

Amendments to the existing MOU, data-sharing agreement, and/or research agenda may be proposed at any time. Amendments must be approved in writing by consensus of the leadership from both ECISD and CIRCLE.

### *B. Termination*

If either party wishes to terminate the MOU or data-sharing agreement, it must be proposed during a meeting between ECISD and CIRCLE leadership teams. Termination must include a closeout plan for all existing projects and a data retention plan for all shared data.

### *C. Assignment*

Neither this Agreement nor any rights or interests hereunder are assignable or transferable without the other party's prior written agreement.

## **VII. Governing Law**

- A. This Agreement shall be governed by the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.

## **VIII. FERPA**

- A. If given access to the personally identifiable information about any student during performance of any services, the parties agree to abide by the limitations on re-disclosure of personally identifiable information from student records as set forth in The Family Educational Rights and Privacy Act ("FERPA") 34 CFR, §99.3.

## **IX. Force Majeure**

- A. "Event of Force Majeure" means an event beyond the control of ECISD or TTU which prevents or makes a party's compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

## **X. Notices**

- A. A copy of all notices under this Agreement shall be sent to:

<b>To TTU:</b>	<b>To ECISD:</b>
College of Education Dean 3002 18 <sup>th</sup> Street Lubbock, TX 79409	Executive Director of Talent Development 802 N. Sam Houston Avenue Odessa, TX 79761
With a copy to: TTU Procurement Services Attn: Contract Management Box 41094 Lubbock, TX 79409 <a href="mailto:contracting@ttu.edu">contracting@ttu.edu</a>	

## **XI. Term**

This Agreement will take effect from the date of the last signature ("Effective Date") by the parties below. The Agreement will remain in effect until the first anniversary of the Effective Date (the "Initial Term"). The Agreement may be annually reviewed and re-negotiated, and may be renewed for up to three (3) additional one (1) year terms (the

“Renewal Term(s)”) upon mutual written agreement of the parties executed thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term.

**XII. Independent Contractor**

This Agreement does not form a joint venture or partnership. TTU will not be responsible for the Federal Insurance Contribution Act payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will TTU furnish any medical or retirement benefits or any paid vacation or sick leave. ECISD is responsible for the conduct of its business operation.

**XIII. Execution**

**ECISD Representative**

\_\_\_\_\_  
Date \_\_\_\_\_  
Scott M. Rudes,  
Executive Director of Talent Development

**Texas Tech University**

\_\_\_\_\_  
Date \_\_\_\_\_  
Jennifer Adling, Chief Procurement Officer