

**Drake University and DeSoto Independent School District  
Memorandum of Understanding Professional Services Agreement**

**1. Parties Identified.**

This Agreement/Contract is made as of April 24, 2025, between Drake University, hereinafter called “Drake” and DeSoto Independent School District hereinafter called “Organization”.

Contact Information	
Drake University	Name of Contact: Scott Raecker Email: scott.raecker@drake.edu Telephone #: 515-271-1911 Drake University, 2507 University Avenue, Des Moines, IA 50311
DeSoto Independent School District	Name of Contact: Metric Manning Email: metric.manning@desotoisd.org Telephone #: 972-223-6666 Organization Name: DeSoto Independent School District Address: 200 E. Belt Line Rd., DeSoto, TX, 75115

**2. Parties Roles (*Rights and Obligations*).**

The Robert D. and Billie Ray Center at Drake University, home of CHARACTER COUNTS!, is proud to work with DeSoto Independent School District to enhance its educational programs and initiatives.

The following has been developed in consultation with DeSoto Independent School District leadership to meet their current needs for services related to the CHARACTER COUNTS! program.

**Drake agrees to:**

- Create and deliver the “Implementing a Six Pillar Culture” training workshop for educators, administrators, and staff.
  - In addition to teaching CHARACTER COUNTS! fundamentals and best teaching practices, our team will help participants create a customized implementation plan.
  - This workshop focuses on how to:
    - teach, enforce, advocate, and model good character.
    - define what the Six Pillars of Character look like in your classroom, school, or organization.
    - create a school or organizational culture that promotes positive relationships, connection, and sense of belonging.
  - Participants will practice creating lesson plans and activities, and create a plan to implement CC! at their school.
- Session I will be a full-day, onsite workshop on Wednesday, May 28, 2025.
- Session II will be a full-day, onsite workshop on Thursday, July 24, 2025.
- One trainer will facilitate a workshop for the Elementary staff, while another trainer will facilitate a workshop for the Middle School/High School staff.
- Each workshop allows up to 75 participants per session. Additional attendee registration is \$10 per participant (see section titled “Attachment A” for details).
- The workshop will be held at a TBD site at DeSoto Independent School District in DeSoto, TX.
- Provide training materials and handouts associated with the sessions at least 48 hours in advance.
- Participate in planning calls and informational meetings, as needed.

**Organization agrees to:**

- Participate in planning calls and informational meetings, as needed.
- Confirm the number of participants at least two weeks before the training.
- Distribute training materials to all participants in advance of the sessions.
- Provide two separate meeting spaces (one for the Elementary workshop and one for the Middle School/High School workshop) that allow for group discussion and activities.
- Provide A/V for the onsite session (projector, screen, speakers for a computer).

- Provide payment for services (see Attachment A).
- Utilize resources in accordance with the intellectual property provisions (see Attachment B).

#### **Each Party agrees to:**

The parties to the agreement each have risk management programs in place, including risk control and risk financing techniques to prevent and mitigate losses which may occur related to the activities of this agreement, including insurance and/or self-insurance which will respond to the indemnifications included in the agreement.

#### **3. Surveys.**

The programs may include the use of surveys and/or evaluations. Drake uses these tools to anonymously gauge the values, beliefs, and attitudes of attendees. The information provided enables Drake to design and deliver the most effective programs possible. Any surveys and/or evaluations will be administered anonymously, and any data derived from the results of surveys will be provided, upon request, to your organization and will be added to Drake's database.

#### **4. Liability.**

Each party to this agreement will hold harmless the other parties from all liability, including but not limited to all expenses, cost, harm, and damages of whatever kind, which arises out of any act or omission on its part, its agents, employees, representatives, officers, directors or designees, which are not under control of the other parties. To the extent permitted by law, each party expressly disclaims any obligation to indemnify the other parties from and against liability, expenses, costs, harm or damages arising out of the conduct of said other parties or their agents or employees. The parties intend by this mutual indemnification that each entity be solely responsible for its respective conduct, acts and omissions and any liability resulting there from.

#### **5. Insurance.**

Drake shall provide to Organization proof of insurance upon request.

#### **6. Copyright Policy.**

Any written materials, provided by Drake are intended for use in conjunction with our programming and are protectable by the United States Copyright Act. Organization agrees to treat all materials obtained in conjunction with this agreement as protectable by the United States Copyright Act. (see Attachment B)

#### **7. Independent Contractor's Clause.**

The arrangements contemplated by this Agreement shall not be deemed to constitute a partnership or a joint venture between the Organization and Drake. Neither Organization nor their respective employees, officers, subcontractors and agents shall be covered by any insurance or employee benefit program maintained by Drake.

#### **8. Modification Process.**

Any notice or amendment under this Agreement shall be in writing by a duly authorized representative of Organization or Drake. All notices shall be addressed to the parties at the addresses noted on the signature page of this Agreement.

#### **9. Cancellation and Rescheduling Policy.**

Cancellation to the confirmed program dates will be subject to a 50% cancellation payment of the contracted honorarium, contribution to or fee to cover the losses Drake has incurred from out-of-pocket expenses. Rescheduling of training or making changes to the training format or agenda within two weeks of the scheduled training dates are subject to the following fees: 7-13 days: 10% fee, 2-6 days: 25% fee, less than 2 days: 50% fee (unless due to an act of God), plus payment for any travel expenses incurred that are not refundable.

#### **10. Terms Duration and Termination.**

This Agreement shall be interpreted according to the laws of the State of Iowa. The term of this Agreement shall commence on the effective date set forth above unless either party provides 30 days written notice of cancellation.

#### **11. Force Majeure.**

Either party may terminate this Agreement due to acts of God.

#### **12. Entire Agreement.**

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and incorporates all prior written and oral statements and understandings. The undersigned agrees to abide by all items written in this Agreement. The undersigned represents and warrants that he/she has full authority and right to bind Organization and Drake University to this Agreement.

13. Authorized Signers Signature Block.

\_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
(Signature)  
J. Scott Raecker, Executive Director  
The Robert D. and Billie Ray Center, Drake University

4.24.2025  
\_\_\_\_\_  
Date

## Attachment A Services Fees

### Fees & Expenses:

Items	Associated Fees
<b>Training:</b> <ul style="list-style-type: none"> <li>One-Day Training - "Implementing a Six Pillar Culture" Session I (Onsite; Wed., May 28, 2025; One Elementary workshop &amp; One MS/HS workshop; One Trainer per workshop; Up to 75 participants per workshop; Additional attendees: \$10 per person over 75.)</li> <li>One-Day Training - "Implementing a Six Pillar Culture" Session II (Onsite; Thur., July 24, 2025; One Elementary workshop &amp; One MS/HS workshop; One Trainer per workshop; Up to 75 participants per workshop; Additional attendees: \$10 per person over 75.)</li> </ul> <b>Training Travel Expense Estimate:</b> <ul style="list-style-type: none"> <li>Expense estimate for airfare, hotel, transportation, meals (billed at cost) for two trainers to make two onsite visits</li> </ul> <b>Coalition Membership:</b> <ul style="list-style-type: none"> <li>Gold Level, District/Multi-site, Annual membership through 6/30/26</li> </ul> <b>Curricular Resources:</b> <ul style="list-style-type: none"> <li>16-1001 CC! Early Childhood Kit - With Digital Music File</li> <li>51-3001-001 Way To Go Journals Gr 3-5 Set A, Print Edition</li> <li>51-4001-001 Way To Go Journals Gr 6-8 Set A, Print Edition</li> <li>51-5001-001 Way To Go Journals Gr 9-12 Set A, Print Edition</li> <li>Shipping &amp; Handling</li> </ul>	<ul style="list-style-type: none"> <li>\$7,300 (includes \$100 Membership discount per workshop)</li> <li>\$7,300 (includes \$100 Membership discount per workshop)</li> <li>\$3,350 estimate (actual expenses billed at cost following the training)</li> <li>\$1,750</li> <li>\$14,328 (includes 10% Membership Discount)</li> <li>\$4,253.34</li> <li>\$5,175.03</li> <li>\$7,804.44</li> <li>\$1,950</li> </ul>
<b>TOTAL:</b>	<b>\$53,210.81</b>

### Payments:

1. An invoice for the full Training, Coalition Membership, and Curricular Resources fees will be generated after all parties have signed this MOU.
2. The Training Travel Expense Estimate and any additional attendees will be invoiced within 30 days following the training.
3. All payments should be made payable to Drake University.
4. A finance charge of 1.25% per month may be applied to all balances due over 30 days.

## **Attachment B Intellectual Property**

### **I. Intellectual Property Stipulations**

- a. Drake University and The Robert D. and Billie Ray Center is the owner of the intellectual property contained in the programming and resources provided in this program, as well as all trademarks associated with Character Counts!™ and the Six Pillars of Character™.
- b. Drake grants the ORGANIZATION a perpetual non-transferable limited license to use the copyrighted content delivered as part of this Memorandum of Understanding. The license includes the right to reproduce, make derivatives, distribute, perform, or display this CONTENT to the ORGANIZATION's students, faculty, staff, alumni, and parents. It is expressly intended that the license granted the ORGANIZATION hereunder is limited in scope and shall only permit the ORGANIZATION to distribute the CONTENT to constituents of the ORGANIZATION, including students, faculty, staff, alumni, and parents. Any transfer, publication, distribution, performance, or display of the copyrighted CONTENT to individuals or entities other than those identified above is expressly prohibited without the express written agreement of Drake.
- c. ORGANIZATION agrees to treat copyrighted CONTENT as protectable by the United States Copyright Act, and will take all necessary and reasonable steps to protect the Intellectual Property of Drake.
- d. Excellence With Integrity Institute (EWI) is the owner of the intellectual property of the Excellence with Integrity™ Learning Modules and Tools, Culture of Excellence & Ethics Assessment® surveys and reports, Optimal Performance Assessment™ instruments and related materials, as well as the trademarks listed above.
- e. EWI grants the ORGANIZATION a perpetual non-transferable limited license to use the EWI copyrighted CONTENT delivered as part of this Memorandum of Understanding. The license includes the right to reproduce, make derivatives, distribute, perform, or display this CONTENT to the ORGANIZATION's students, faculty, staff, alumni, and parents. It is expressly intended that the license granted the ORGANIZATION hereunder is limited in scope and shall only permit the ORGANIZATION to distribute the CONTENT to constituents of the ORGANIZATION, including students, faculty, staff, alumni, and parents. Any transfer, publication, distribution, performance, or display of the EWI copyrighted CONTENT to individuals or entities other than those identified above is expressly prohibited without the express written agreement of EWI.
- f. ORGANIZATION agrees to treat EWI copyrighted CONTENT as protectable by the United States Copyright Act, and will take all necessary and reasonable steps to protect the Intellectual Property of EWI.