

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TEACHWORTHY  
AND  
DUBLIN ISD**

This Education Preparation Program Agreement (the "Agreement") is entered into by and between Q2 Limited Partnership dba Teachworthy, a Texas Limited Partnership ("Teachworthy"), and Dublin ISD, a Texas Public School, ("District") for the conduct of assisting District employees and candidates to pursue Texas teacher certifications. Collectively, Teachworthy and District are referred to herein as the "Parties." It is understood that the Parties will cooperate in the conduct of educational activities.

**I. PURPOSE OF AGREEMENT**

This Agreement provides the terms under which the District will provide an on-site educational experience and opportunity to the District selected candidates. A Candidate is defined as an aide, para, substitute teacher, volunteer, parent or other individual specifically identified and selected by the District to participate in, and approved by Teachworthy for admittance into, the Program. Candidates will take Teachworthy Continuing Professional Education ("CPE") credits which will transfer to Indiana Wesleyan University ("IWU"). Completed CPE credits will transfer to IWU as twelve Prior Learning Assessment ("PLA") college credits toward the completion of a conferred degree from IWU. Upon completion of a bachelor's degree, or the last semester before graduation, candidates will apply to Teachworthy for the accelerated and reduced internship fee phase. With formal admission to Teachworthy, a candidate can begin the certification process. This purpose as described in this paragraph is collectively defined as the "Program".

**II. SCOPE OF THE PROGRAM**

The District makes no agreement to provide any specified number of Candidates for the Program, and Teachworthy makes no agreement to accept a specified number of Candidates from the District.

**III. TERM OF AGREEMENT, TERMINATION, GOVERNING LAW:**

This Agreement shall be effective upon the date of last signature below ("Effective Date") and shall renew yearly from the Effective Date until all candidates either receive a standard certification, quit/resign from the Program, or are disqualified to continue based on TEA admission requirements to Teachworthy, or either party terminates the Agreement. This Agreement may be terminated without cause by ninety (90) days written notice from either party to the respective address given below.

Teachworthy agrees to continue providing the Program to active Candidates until completion or resignation, transfer, or disqualification of each active Candidate should Teachworthy terminate the Agreement without cause.

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

#### **IV. CANDIDATE SCHEDULES**

Schedules for District Candidates including instruction, clinical/internship participation, and use of each party's facilities shall be mutually agreed upon by the designated representatives of Teachworthy and District.

#### **V. RESPONSIBILITIES OF THE PARTIES**

In consideration of the mutual aims and interests of both parties each Party hereby agrees that its responsibilities under this Agreement shall be as follows:

##### **A. Teachworthy Responsibilities:** Teachworthy assumes the following responsibilities and shall provide the following services:

1. Provide CPE Courses for District to offer to Candidates working toward a degree with IWU. CPE courses are approved by IWU to receive 12 Prior Learning Assessment Credits if completed in full.
2. Provide Capturing Kids' Hearts ("CKH") Training – Two-day social, emotional learning and classroom management program for teacher development.
3. Monitor the course progress and evaluate performance of each Candidate in the CPE / PLA courses and share progress with the District partner.
4. Offer the certification program fee at the price in effect when the candidate is formally admitted to Teachworthy, minus \$1,000, to adjust for fees previously collected from CPE courses.
5. Evaluate candidates for formal admission to Teachworthy to begin the certification process.
6. Teachworthy program fees are subject to change at the discretion of the Teachworthy Leadership Team. Teachworthy will communicate fee changes to district partners with a minimum of 180 days' notice for district candidates to complete the Teachworthy program under the existing fee structure. Teachworthy will make every effort to control costs but recognizes that inflation and new Texas Education Agency rules often require fees to be increased.

##### **B. District Responsibilities:**

1. Provide a cohort coach to monitor and support Candidates through the process
2. Provide a mentor teacher to assist candidate in instructional strategies and delivery

3. Make payment to Teachworthy for CPE courses and CKH in the amount of \$1,500.00 per Candidate. Payment is due when a Candidate signs the Elevate CPE Agreement. This payment is non-refundable and non-transferrable.
4. Ensure all candidates must be starting their internship within five (5) years of enrollment in their first Teachworthy CPE course.

C. **Candidate Responsibilities:** Candidates will be expected to fulfill the following responsibilities in order to remain enrolled in the Program. These expectations will be communicated to Candidates by Teachworthy and by the District. Teachworthy and the District shall have the right to remove a Candidate from the Program or from the District's employment, respectively, in accordance with their individual policies and procedures. Each party shall promptly notify the other party prior to removal of a Candidate.

1. Execute a Elevate CPE Agreement with Teachworthy.
2. Apply to Teachworthy in last semester before graduation, or within 30 days of graduation.
3. Demonstrate a GPA of 2.50 or higher, which is a Texas Education Agency requirement for formal admission to Teachworthy.
4. Prepare and pass all certification exams as required for the admitted certification area, including test remediation activities if required.
5. Begin the Internship phase within five years of completion of the Teachworthy CPE/PLA courses to receive credit for certification training and the reduced internship fee. If for any reason the Candidate is unable to begin an internship within five years of completing the Teachworthy CPE credits, Candidate will have to re-take Teachworthy pre-service training at an additional cost to the Candidate of \$1,000.00.
6. Pay the certification program fee at the price in effect when the candidate is formally admitted to Teachworthy, minus \$1,000, to adjust for fees previously collected from CPE courses.

## VI. CONSIDERATION

The total consideration for this Agreement shall be the mutual services provided by the Parties, and any other consideration specified within this document, specifically, the fees set forth under Section V.B., District Responsibilities.

## VII. MISCELLANEOUS

1. **Compliance with Applicable Law:** Each party shall fully comply with all provisions of applicable federal, state, and local law in facilitating in the Education Preparation Program described herein, including but not limited to the Texas Education Code and the Texas Administrative Code.
2. **Relationship of the Parties:** This Agreement does not create an employer-employee relationship. This Agreement shall not be considered or construed to be a partnership or joint venture, and neither party shall be liable for any obligations incurred by the other unless specifically authorized in writing by the other party.

3. **Scope of Agreement:** This Agreement constitutes the final, complete and entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether written or oral. There are no representations or other agreements included. Any alteration or modification of this Agreement shall be effective only if it is in writing, signed, and dated by the Parties.
4. **No Waiver of Immunity:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE UNDER APPLICABLE LAW.
5. **Indemnity**  
To the extent permitted by law, Teachworthy and the District agree to indemnify each other and hold each other harmless from and against any claims by either party, its clients, employees, or agents, or causes of action for death or injury to persons, or loss or damage to property arising out of or caused by the maintenance, use, or operation of either party's remises. Such duty to indemnify shall apply without regard to whether the claim shall arise from the negligence of Teachworthy, the District, or any combination thereof.
6. **Severability**  
In the event that any one or more of the provisions contained in this Agreement shall be held to be unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision did not exist.
7. **Waiver of Breach**  
The waiver by either party of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any breach of any other provision hereof, nor shall failure to enforce any provision hereof operate as waiver at such time or at any future time or performance of any other provision hereof.
8. **Service of Notices:** The notices required by this Agreement shall be effective when mailed, postage prepaid, certified with return receipt requested to the addresses shown below:

If to the District:                      Dublin Independent School District  
420 North Post Oak  
Dublin, TX 76446

If to the Program:                      Teachworthy  
1199 Haywood Drive  
College Station, TX 77845

9. **Amendments:** This Agreement may be amended at any time by mutual agreement of the Parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both Parties.

THE PARTIES, having full authority and having taken all legal prerequisites to execution of this Agreement, by and through their respective authorized representatives, hereby execute this Agreement on the date(s) referenced below:

**DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TEACHWORTHY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Billing Contact Information**

Name:

Email Address:

Billing Address: