

THE HOLDSWORTH PERMIAN BASIN ASPIRING PRINCIPAL PROGRAM MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”), dated as of [DATE] (the “**Effective Date**”), is by and between The Holdsworth Center (“**Holdsworth**”), a Texas Nonprofit Corporation, and the [DISTRICT NAME], a Texas independent school district (“**District**” and together with Holdsworth, the “**Parties**”, and each a “**Party**”).

RECITALS

A. Driven by the belief that great leaders can push student achievement levels to new heights, Holdsworth partners with Texas public school districts to help educators become experts at leadership and to grow stronger leaders within their own systems. Founded in 2017, Holdsworth makes investments within districts and brings education leaders from across Texas to learn at its Campus on Lake Austin, a one-of-a-kind place dedicated to the idea that public education matters. Holdsworth’s mission is to impact, over time, the quality of public education for all Texas students by supporting and developing educational leaders.

B. Holdsworth, a licensed provider of Continuing Professional Education (“**CPE**”) professional services (CPE No. 902-539), pursues its mission by developing, providing, and procuring substantial funding for unique and proprietary leadership development programs to Texas public school districts designed to support and develop district leaders, principals, and other educational leaders within the school districts.

C. The Permian Basin Aspiring Principal Program (the “**PB APP**”), which relies on Holdsworth’s proprietary copyrighted materials, is a three-year, three cohort multifaceted investment to help school districts in the Permian Basin grow a stronger bench of aspiring principals who are more prepared for their first principalship. Throughout the PB APP, Holdsworth gives aspiring principals the inspiration, development, tools, and resources needed to grow through carefully curated sessions, rotation experiences with excellent principals, and effective coaching and mentoring from Holdsworth Aspiring Principal Coaches as further detailed in this MOU.

D. District wishes to engage Holdsworth to provide the PB APP and related services to District, and Holdsworth is willing to perform such services under the terms and conditions of this MOU. District understands, agrees, and commits to perform its responsibilities as further detailed in this MOU in order to facilitate the success of the PB APP.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holdsworth and District agree as follows:

ARTICLE 1 THE PERMIAN BASIN ASPIRING PRINCIPALS PROGRAM

1.1. Holdsworth Program. Holdsworth will provide to District the services and program generally referred to as the PB APP as further described in Exhibit A to this MOU (the “**Services**” or “**Program**”). Services may be provided in person, virtually, or in a hybrid format (i.e., in a combination of in-personal and virtual learning experiences) in the sole discretion of Holdsworth.

1.2. Holdsworth Obligations. Holdsworth will comply with all applicable local, state, and federal laws, regulations, and ordinances and will perform the Program in a professional manner in accordance with industry standards. District acknowledges that the Program may be provided by contractors of Holdsworth in Holdsworth's sole discretion without prior notice to, or approval of, District. Holdsworth is responsible, in its sole discretion, for assigning and reassigning Holdsworth's employees and contractors, as appropriate, to perform the Program. District may, however, make recommendations to Holdsworth regarding desired changes in personnel, and Holdsworth will consider such recommendations in assigning and reassigning Holdsworth's employees and contractors.

ARTICLE 2 OBLIGATIONS OF DISTRICT

2.1. District Obligations. To facilitate the success of the Program to be provided to District pursuant to this MOU, District agrees to do all things reasonably necessary to ensure the successful implementation of the Program provided by Holdsworth under this MOU including, for example, at least the obligations outlined in Exhibit A.

2.2. Requirement of District to Cooperate with Holdsworth. District will work cooperatively with Holdsworth to coordinate the successful implementation of the Program.

ARTICLE 3 PAYMENT AND EXPENSES

3.1. Transportation and Lodging Costs for District Personnel. District is responsible for the cost of transportation of all Program participants to Program activities that occur in the Permian Basin (if any), including, for example, at the Odessa Marriott Conference Center and Hotel. Holdsworth is responsible and shall pay for all transportation and lodging costs of Program participants to Program activities that occur outside of the Permian Basin (if any), including, for example, at the Campus on Lake Austin.

3.2. Consequences of Non-Payment of Expenses. In addition to all other remedies available under this MOU or at law (which Holdsworth does not waive by the exercise of any rights hereunder), Holdsworth shall be entitled to suspend the provision of any Services if District fails to pay any undisputed expenses as detailed in this Article and such failure continues for 30 days following written notice thereof.

ARTICLE 4 PROGRAM EVALUATION; DATA SHARING

4.1. Program Evaluation. A key component of the success of the Program is the ongoing evaluation of District's participation in the applicable Program in order to support the implementation of such Program and to continue to improve the effectiveness of such Program. During the Term of this MOU, the Parties will utilize emerging data and findings from approved evaluation activities to collaboratively and continuously improve the Program and to conduct ongoing evaluation of the Program.

4.2. Data Sharing Agreement. Not later than ninety (90) days after the Effective Date of this MOU, the Parties will enter into a data sharing agreement (the “**Data Sharing Agreement**”) relating to the Program described in this MOU. Data accessed through this Data Sharing Agreement will be used for the purposes of evaluation and continuous improvement of the Program as described in Section 4.1 of this MOU. Throughout the PB APP, District will support Holdsworth research and evaluation activities as further detailed in the Data Sharing Agreement.

ARTICLE 5

OWNERSHIP AND CONFIDENTIALITY OF HOLDSWORTH MATERIALS

5.1. Ownership and Confidentiality of Holdsworth Materials. The Parties acknowledge, understand, and agree that, as between the Parties, all intellectual property rights, in and to all documents, work product, and other materials that are delivered to District or any District personnel under this MOU or that are prepared by, developed, or created by or on behalf of Holdsworth in the course of performing the Services, including, for example, educational documents, materials, methods, and presentations, surveys, questionnaires, toolkits, assessments, planning dashboards, and training documents (collectively, “**Holdsworth Materials**”) shall be owned (except for any information provided by District to Holdsworth that is subject to the Data Sharing Agreement) solely by Holdsworth even if such Holdsworth Materials are developed or created with the input, comment, help, or assistance of District or its personnel. Except for the limited license granted in this Section 5.1, this MOU does not transfer to District or any District personnel any interest in Holdsworth’s intellectual property rights, including, for example, Holdsworth’s copyrights in and to the Holdsworth Materials. The Holdsworth Materials, along with all copies and derivative works of the Holdsworth Materials (including those authorized by Section 5.2 of this MOU), are the proprietary and confidential information of Holdsworth and may be used or disclosed by District or District personnel only in accordance with the limited rights granted in Section 5.2 of this MOU. If District is required by applicable law to make any disclosure of Holdsworth Materials that is constrained by this MOU, District shall provide Holdsworth with prompt written notice of such requirement and provide reasonable assistance to Holdsworth so that Holdsworth may seek appropriate relief protecting the Holdsworth Materials from public disclosure, and District may furnish only that portion of the Holdsworth Materials that District is legally compelled or is otherwise legally required to disclose. In addition, District shall provide prompt notice to Holdsworth of any request it receives under a Texas Public Information Act request, and the Parties agree that Holdsworth has the right, in its option, to seek an opinion from the Texas Attorney General as to whether the information may be withheld from disclosure.

5.2. Limited License. Holdsworth hereby grants to District a nonexclusive, royalty-free, non-transferrable (unless this MOU is validly assigned), sublicensable (but only to District’s Program participants and other employees or staff of District), terminable, limited license to access, use, copy, and create derivative works of the Holdsworth Materials solely for the purpose of participating in the applicable Program or implementing within District the principles, resources, and learning objectives of the applicable Program. For the sake of further clarity, the license in this section does not grant to District or any District personnel any right to access, use, copy, distribute, or create derivative works of the Holdsworth Materials to provide services or information to third parties or non-District personnel. Holdsworth may terminate the license granted in this Section 5.2 upon thirty (30) days’ notice in its sole discretion. Upon termination or expiration of this license, District shall cease and shall ensure that all District personnel cease all

use of Holdsworth Materials. Upon Holdsworth's request, District will return or destroy, and cause all District personnel to return or destroy all Holdsworth Materials. Except as otherwise provided in this Section 5.2, the license granted in this Section shall survive any termination or expiration of this MOU. Holdsworth shall have the right at any reasonable time to review District's use of the Holdsworth Materials in order to confirm District's compliance with the limited license granted in this Section 5.2.

5.3. Trademarks. Each Party grants to the other Party a nonexclusive, royalty-free, non-transferrable, non-sublicensable limited license to use its trademarks, including its names and logos, for publicity and advertising relating to the Program, with prior written permission of the other Party. No Party may use the other Party's marks, name, or goodwill in a manner that would diminish or tarnish the goodwill of the other Party. Each Party must abide by reasonable guidelines for the use of the other Party's trademarks, including its names and logos, as provided by the other Party from time to time. Either Party may terminate the license granted to the other Party in this Section 5.3 upon written notice in the event that the other Party breaches any of the requirements of this Section. Except as otherwise provided in Section 5.3, the licenses granted in this Section shall survive any termination or expiration of this MOU.

5.4. Injunctive Relief. The Parties agree that Holdsworth may suffer irreparable harm from a breach or threatened breach by District of any of this Article 5 and that in such event, Holdsworth, in addition to all other rights and remedies, may seek specific performance and/or injunctive relief to enforce or prevent any violations of this Article 5 without the requirement of posting any bond (or with the posting of a nominal bond if a bond is required by applicable law).

ARTICLE 6 TERM; TERMINATION

6.1. Term and Survival. This MOU shall commence as of the Effective Date and shall continue thereafter until the conclusion of the Program provided under this MOU unless sooner terminated in accordance with Article 6 of this MOU (the "Term"). This Section 6.1, Article 5, Sections 6.5, 7.3, 7.4, 7.5, 7.6, and Article 8 of this MOU, and any right or obligation of the Parties in this MOU that by its nature should survive termination or expiration of this MOU, shall survive any termination or expiration of this MOU.

6.2. Termination for Cause. Either Party may terminate this MOU, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party materially breaches this MOU, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach. Failure of District to timely address any breaches of district's obligations under this MOU, as set out in Appendix A, shall be considered a material breach.

6.3. Termination for Convenience at End of School Year. Notwithstanding any other provision of this MOU, either Party may terminate this MOU at any time, with or without cause, effective as of the last day of the District school year in which notice of termination pursuant to this Section 6.3 is given, by providing notice of termination pursuant to this Section 6.3 at least 90 days prior to the end of the District school year.

6.4. Transition. In the event District provides notice of termination of this MOU pursuant to Section 6.2 or 6.3, Holdsworth will, upon receipt of such notice of termination, take commercially reasonable steps to bring Holdsworth's work to a close in an orderly manner.

ARTICLE 7

LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1. Limited Warranty. Holdsworth warrants that it shall perform the Services:

- (a) in accordance with the terms and subject to the conditions set out in this MOU;
- (b) using personnel of commercially reasonable skill, experience, and qualifications; and
- (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

7.2. Sole and Exclusive Remedy for Breach of Warranty. Holdsworth's sole and exclusive liability and District's sole and exclusive remedy for breach of the limited warranty provided under Section 7.1 shall be as follows:

- (a) Holdsworth will use reasonable commercial efforts to promptly cure any such breach; provided, that if Holdsworth cannot cure such breach within a reasonable time (but no more than 30 days) after District's written notice of such breach, District may, at its option, terminate the MOU by serving written notice of termination in accordance with Section 6.2.
- (b) The foregoing remedy will not be available unless District provides written notice of such breach within 30 days after performance of such Services giving rise to such breach.

7.3. DISCLAIMER OF OTHER WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS MOU OR THE DATA SHARING AGREEMENT, HOLDSWORTH DOES NOT MAKE ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SERVICES PROVIDED UNDER THIS MOU, OR ANY WORK PRODUCT OR MATERIALS DEVELOPED UNDER THIS MOU AND HOLDSWORTH EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DISTRICT UNDERSTANDS AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS MOU, HOLDSWORTH IS MAKING NO REPRESENTATIONS OR WARRANTIES AS TO THE OPERABILITY OR FITNESS FOR ANY USE, SAFETY, EFFICACY, APPROVABILITY BY REGULATORY AUTHORITIES, AND/OR TIME AND COST OF DEVELOPMENT.

7.4. EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR BREACHES OF ARTICLE 5, AS OTHERWISE PROVIDED IN THE DATA SHARING AGREEMENT, AND FOR DAMAGES RESULTING FROM A PARTY'S ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") BE LIABLE TO THE OTHER PARTY, THE OTHER PARTY'S REPRESENTATIVES, OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.5. LIMITATION ON AGGREGATE HOLDSWORTH LIABILITY. EXCEPT FOR DAMAGES RESULTING FROM HOLDSWORTH'S ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL HOLDSWORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MOU, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOLDSWORTH PURSUANT TO SECTION 3.1 OF THIS MOU.

ARTICLE 8 GENERAL AND MISCELLANEOUS PROVISIONS

8.1. Insurance. Holdsworth will carry insurance during the Term of this MOU with responsible insurance carriers acceptable to District rated A or better by A.M. Best, including coverage for workers' compensation and employer's liability, automobile liability, and general commercial liability, and will provide certificates of insurance evidencing its insurance coverage when requested by District.

8.2. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Holdsworth shall be under its own control, District being interested only in the results thereof. Holdsworth shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this MOU shall give District the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this MOU shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have the authority to contract for or bind the other Party in any manner whatsoever.

8.3. Entire Agreement. This MOU, including and together with any related exhibits, schedules, attachments, and appendices (which are all incorporated by reference as if fully set forth in this MOU), constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

The parties acknowledge and agree that if there is any conflict between the terms and conditions of this MOU and the terms and conditions of any exhibit to this MOU, the terms and conditions of this MOU shall supersede and control.

8.4. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this MOU (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) with a copy also delivered by email. Except as otherwise provided in this MOU, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 11.

Notice to District:

[{ADDRESS}
{CITY}, {STATE} {ZIP CODE}]
Attention: {TITLE OF OFFICER}
Email Address:

Notice to Holdsworth:

The Holdsworth Center
4907 Ranch Road 2222
Austin, Texas 78731
Telephone: 737-946-7001
Attention: Marina Lin, Chief Operating Officer
Email Address: mlin@holdsworthcenter.org

8.5. Governing Law. The laws of the State of Texas, without regard to its conflict of law provisions, will govern this MOU, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this MOU.

8.6. Counterparts, Facsimile & Email Transmissions. The Parties may execute this MOU in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This MOU may be delivered by email or facsimile transmission, and email or facsimile copies of executed signature pages shall be binding as originals.

8.7. Assignment. Neither Party may assign or delegate any rights or obligations under this MOU without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 8.7 shall be null and void.

8.8. Successors and Assigns. This MOU will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

8.9. Amendment. This MOU will not be altered, amended, modified, or supplemented except in a written document executed by authorized representatives of both Parties.

8.10. Waiver. No waiver of any provision of this MOU will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this MOU, nor will such waiver constitute a continuing waiver unless otherwise expressly stated. A Party's failure to enforce any provision of this MOU shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this MOU.

8.11. Severability. If any term or provision of this MOU is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this MOU or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this MOU to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8.12. No Third-party Rights. This MOU is made for the sole benefit of Holdsworth and District and their respective successors and permitted assigns. Nothing in this MOU will create or be deemed to create a relationship between the Parties to this MOU and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

8.13. Headings and Captions. The headings and captions appearing in this MOU have been included only for convenience and shall not affect or be taken into account in the interpretation of this MOU.

8.14. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this MOU, for any failure or delay in fulfilling or performing any term of this MOU (except for any obligations of the District to make payments to Holdsworth hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, freeze, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the Effective Date; (f) national or regional emergency; (g) telecommunication breakdowns or power outages or shortages; and (h) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 30 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

8.15. Compliance With Laws. Each Party represents and warrants that it shall comply fully with all applicable federal state, and local laws, rules, and regulations in performing their respective duties and obligations under this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective duly authorized representatives, effective as of the Effective Date.

THE HOLDSWORTH CENTER

[DISTRICT NAME]

By:

By: _____

Print Name: Dr. Lindsay Whorton

Print Name: _____

Title: President

Title: _____

Date:

Date: _____

EXHIBIT A

THE HOLDSWORTH ASPIRING PRINCIPAL PROGRAM

I. Description of the Holdsworth Permian Basin Aspiring Principal Program (“PB APP”)

The Permian Basin Aspiring Principal Program (the “PB APP”), which relies on Holdsworth’s proprietary copyrighted materials, is a three-year, three cohort multifaceted investment to help school districts in the Permian Basin grow a stronger bench of aspiring principals who are more prepared for their first principalship. Each cohort of the Aspiring Principal Program is designed as a one-year program that provides on-the-job, experiential learning tailored to the growth areas specific to aspiring principal participants.

At Holdsworth, we believe that practical and powerful development is driven by the 70/20/10 principle whereby the core of our learning is on-the-job and proximate to individuals’ day-to-day work (70%), followed by mentoring and coaching (20%), and then by formal classroom learning (10%). The challenge posed by most principal development programs, however, is that most (including principal certification programs and most district-based academies) are primarily structured around classroom learning. Furthermore, if aspiring principals are not working for an excellent principal, the coaching and mentorship they receive is likely to be insufficient.

Our one-year program is built to harness the power of the 70/20/10 model and address the most pressing needs we have heard from districts across the region:

- *Job-Embedded Learning (70%)* | Between sessions and supported by their Holdsworth coach, candidates will participate in up to five rotations where they will have an opportunity to see an excellent principal in action and then apply the lessons they observe to their work on their own campus. These rotation principals have been hand-selected from Holdsworth alumni in other parts of the state and are exemplars of what effective school leadership looks like.
- *Coaching/Mentoring (20%)* | Candidates will receive regular coaching from a Holdsworth Aspiring Principal coach throughout the year-long program, including in-person candidate support visits to see the candidate in action in their current role and to calibrate growth and support stretch projects with the candidate’s current principal. In addition, they will benefit from the mentorship and support of excellent principals outside the region.
- *Classroom Learning (10%)* | Though it cannot be the whole strategy, classroom learning is important, and our model will continue to offer high-quality, in-person experiential learning (sessions will continue to be primarily delivered in the Permian Basin with summer sessions held at our Campus on Lake Austin). Participants will learn through engaging, realistic simulations and scenarios, paired with individual and group reflection time that deepens learning. To support that learning, leaders will have access to a custom online learning management system that provides candidates with personalized assessments and development opportunities.

	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr/May	Jun
Sessions	3.5 days	2.5 days			2.5 days			2.5 days		2.5 days		3 days
Bi-weekly Holdsworth coaching												
Mentoring – rotation principal												
Rotations + rotation debriefs with rotation principal and Holdsworth coach												
On-the-job stretch projects to apply learning and practice skills & behaviors												
Site principal support for on-the-job learning												

Note: in-person sessions in summer (June, July, May) may be held at the Campus at Lake Austin. All other school-year sessions are held at the Odessa Marriott.

II. District Obligations

To facilitate the success of PB APP, District agrees to do the following:

- A. obtain formal approval and commitment by District's Board of Trustees or other appropriate body or individuals to support full participation by District's designated participants in all aspects of the PB APP, including support for the time commitment for District participants as reflected in this Exhibit A;
- B. obtain commitment by the District superintendent and the District leadership team designated by the superintendent to make all reasonable effort to allow their District's aspiring principals who are enrolled in APP to fully and effectively participate in all components of the PB APP, as applicable;
- C. obtain commitment by District's relevant campuses, principals and aspiring principals to make all reasonable effort to allow their District's aspiring principals who are enrolled in APP to fully and effectively participate in the required components of the PB APP, as applicable;
- D. obtain commitment by all of District's PB APP aspiring principal participants to attend and fully participate in all scheduled components of the PB APP, including, as applicable, scheduled trips and learning activities, unless otherwise agreed to by Holdsworth for extenuating circumstances, and to participate fully when attending PB APP activities. Full participation means each District participant will be in attendance for the full time of the PB APP activities (i.e. the participant will not arrive late or leave early), actively participate in PB APP activities, and minimize time spent on non-PB APP activities, such as phone discussions and emails while present at PB APP activities. Full participation also requires the completion of all work, including participant feedback and assessments, evaluations, and individual activities that may occur between PB APP activities.

III. Other Terms

- E. Communication. The District and Holdsworth understand the importance of continued communication and engagement during the course of the PB APP. As such, District commits to periodic and regular communication regarding implementation and progress during the duration of the PB APP.
- F. Reporting. The District's superintendent and leadership team are responsible for reporting to the District's Board of Trustees periodically regarding PB APP activities.
- G. Potential APP Participant Transitions. During the Term of the MOU, if a PB APP participant is promoted to a principal role, moved to a different school within the District, or any other such transition within the control of the District, then District will make all reasonable effort to support such PB APP participant's continued participation in PB APP, and District and Holdsworth will jointly determine the best path forward to minimize disruptions to such participant's continuation in PB APP.