

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the parties hereto to support the professional development program of the Principal Impact Collaborative (“PIC”), an initiative of UNT Dallas. The parties to this agreement are the University of North Texas at Dallas (“UNT”) and DeSoto Independent School District (“DeSoto ISD”), a political subdivision of the state of Texas and a legally constituted independent school District.

1. Purpose

- a. Schools desire to retain high-performing principals who create an environment where teachers and staff want to stay, and where student learning thrives. Experienced principals need to be empowered and inspired to drive impact on their campuses. The principals need opportunities to re-ignite their passion for the work, connect with like-minded peers, and dedicate time to setting and executing on a vision while balancing day-to-day responsibilities.
- b. The Principal Impact Collaborative is an innovative two year program for an elite group of North Texas area principals to:
 - i. Develop leadership skills that support idea development, effective project management, and sustained impact.
 - ii. Network and share best practices with like-minded peers.
 - iii. Incubate and execute a ‘big idea’ to drive impact on their campus.
 - iv. Mentor other principals to replicate the ‘big ideas’ on other campuses.

2. Term

- a. The Term of this Agreement shall commence on August 1, 2023 and end on July 30, 2025.

3. Fee

- a. DeSoto ISD agrees to pay \$5,000 per year for each participating principal in program year one and program year two.
- b. Payment for each participating principal shall be made at the beginning of the program year.
 - i. Payment for program year one due July 25, 2023.
 - ii. Payment for program year two due July 25, 2024.
- c. The Fee or Installment payment shall be submitted to UNTD.
 - i. Remit payment to: UNT Dallas c/o Principal Impact Collaborative, 7300 University Blvd, Dallas, TX 75241.

4. DeSoto ISD Responsibilities

- a. DeSoto ISD is responsible for paying for each program participant who signs and completes participant commitment letter, even if a principal changes campuses or declines to stay in program after program year starts in June.
- b. DeSoto ISD will strive to keep the participating principal(s) on his/her current campus for the length of the PIC program.
 - i. If the principal moves to a new campus, PIC and DeSoto ISD will support principal as they transition and adapt their project to the new campus.
- c. DeSoto ISD will not recruit PIC principals from other districts who are actively participating in the PIC Principal Fellowship.
- d. DeSoto ISD will inform each principal’s direct supervisor of the PIC program and request that he/she
 - i. Completes 3-4 PIC qualitative surveys regarding principal leadership performance, in advance of principal application to PIC and annually after principal participates in program

- ii. Attending 2-3 key program events per year, such as program kick-off (held the first summer) and spring showcase;
- iii. Availability for regular check-ins (typically quarterly) with program leadership
- e. DeSoto ISD will identify a key point of contact for general program administration, who will be responsible for informing district leadership about the PIC program development, communicating district needs to the PIC program team, and that all payments are made on time as provided herein.
- f. DeSoto ISD agrees to support and drive principals' participation, including but not limited to allowing principals to attend mandatory PIC program sessions.
- g. DeSoto ISD agrees that participating principals who exceed absences allowed by program attendance policy may be dismissed from the PIC program.
 - i. No refunds or reimbursements of annual PIC fees will be provided to DeSoto ISD if dismissed from the program mid-year.
- h. DeSoto ISD agrees that if a participating principal is removed from his/her principal position in the district, the principal may also be dismissed from the program.
 - i. No refunds or reimbursements of PIC fees will be provided to DeSoto ISD in this event.

5. UNTD Responsibilities

- a. UNTD agrees that it will not assist other districts or partner organizations in the recruitment of PIC participating principals from DeSoto ISD.
- b. UNTD agrees that it will provide between 13-17 days of high-quality professional development for participating principals per year.
- c. UNTD agrees to train participating principals with the intention of:
 - i. Developing a strong understanding of design thinking and its application to solving complex problems;
 - ii. Inspiring and enabling participating principals to be bold and innovative; and
 - iii. Equipping participating principals with greater personal leadership, decision-making and team-building skills.
- d. UNTD agrees to provide training for each participating principal to equip him or her with the tools necessary to benefit DeSoto ISD by:
 - i. Filling an unmet local need by providing quality professional learning for an elite group of experienced principals through facilitated action learning projects;
 - ii. Increasing principal job satisfaction and retention, reducing leadership turnover costs;
 - iii. Empowering participating principals to bring their 'big ideas' to life on their campuses, while respecting them as thought leaders; and
 - iv. Creating low-risk opportunities for broader impact as participating principals mentor other principals who want to replicate the participating principal's PIC project.
- e. UNTD agrees to provide personalized coaching to all participants through regular coaching calls or meetings that focus on the individual principals' leadership development and project execution.
- f. UNTD agrees to provide project management support and coaching to principals as they launch their campus project and implement in second year of the program.
- g. UNTD agrees to provide regular, e.g. quarterly, updates to principal supervisors and district leadership to communicate program progress, principal development topics, and opportunities to engage in program.
- h. UNTD agrees to engage with district leadership regarding program curriculum, to ensure program is meeting key areas of priority for district.

6. Confidential Information

- a. DeSoto ISD agrees that it shall not, at any time during or after the termination of this Agreement, use for itself or others, disclose or divulge to others, any trade secrets, confidential information, or any other proprietary data of UNTD or PIC (hereafter referred to collectively as "PIC Confidential Information"). In addition, the parties acknowledge that certain data will be needed to verify

results and track participation in PIC programs, however, DeSoto ISD agrees to keep PIC Confidential Information confidential, and any release of PIC Confidential Information or other confidential information will only be released consistent with Texas and federal law, including the Family Educational Rights and Privacy Act (FERPA) and the Texas Public Information Act (TPIA).

- b. As used in this Agreement, "IP" means any intellectual property, inventions, discoveries, designs, developments, processes, improvements, copyrightable material, and/or trade secrets discovered or created by or in connection with this MOU, whether discovered or created alone or in conjunction with others. To the extent any IP is subject to copyright, the parties agree that any ownership interests will be shared among UNTD and DeSoto ISD and/or DeSoto ISD represented on the particular team or group that discovers or creates such IP. To the extent any IP qualifies as a "work for hire" under applicable law, the parties hereby assign, and agree to assign, all rights therein to UNTD.
 - i. NOTICE: THIS AGREEMENT SHALL NOT APPLY TO ANY IP FOR WHICH NO EQUIPMENT, SUPPLIES, FACILITY OR TRADE SECRET INFORMATION OF PIC WAS USED AND WHICH WAS DEVELOPED ENTIRELY ON THE PARTICIPATING PRINCIPAL'S OWN TIME, UNLESS IT RESULTS FROM ANY WORK PERFORMED FOR PIC.

7. Data Sharing

- a. To facilitate and track the outcomes of the professional development program provided by PIC, for three (3) years following the termination of this MOU, DeSoto ISD and PIC agree to the exchange of certain data related to the participating principals. The following non-identifiable, campus based and publicly available data will be provided to PIC under this MOU:
 - i. Campus level, non-identifiable campus climate and culture surveys (as completed by staff, students and parents) for 2 years prior to principal joining PIC, 2 years while participating in PIC, and 3 years post participating in PIC
 - ii. Non-identifiable, aggregate attendance and discipline data (campus wide and by grade level) for 2 years prior to principal joining PIC, 2 years while participating in PIC, and 3 years post participating in PIC
 - iii. Non-identifiable, campus level student achievement data (as measured by STAAR and mid-year assessments, campus wide and by grade level) for 2 years prior to principal joining PIC, 2 years while participating in PIC, and 3 years post participating in PIC
 - iv. Whether or not the participating principal(s) is/are still employed by DeSoto ISD.
 - v. The current job title of the participating principal(s).
- b. Data will be shared via electronic mail on an as needed basis only and only as permitted by law.
- c. PIC will ensure all reasonable precautions shall be taken to secure the data received from DeSoto ISD.
- d. PIC shall not disclose, in whole or in part, the data described in this Agreement to any individual or agency not specifically authorized in this Agreement unless required by law.
 - i. Provided however, PIC may disclose aggregate, anonymous, and non-personally identifiable data information for program development purposes.
- e. PIC and DeSoto ISD shall develop other specific data sharing requests based upon any projects/ideas developed by the participating principal(s) in the professional development program provided by PIC.

8. Governing Law

This Agreement shall be construed by and governed under the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Dallas County, Texas.

9. Entire Agreement

- a. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this

MOU/Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

10. Amendment

- a. This Agreement may be modified or amended only by mutual written agreement between the parties, if the writing is signed by the party obligated under the amendment.

11. Severability

- a. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity and enforceability of other provisions of this Agreement.

12. Assignment

- a. Neither party may assign or transfer this Agreement without the prior written consent of the other party.

13. Dispute Resolution

- a. Each party will work together to meet the requirements of the MOU. The parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between representatives of each of the parties with authority to settle the relevant dispute. At the request of either party, a meeting or conference will be held to resolve any problems or develop improvements in the operating procedures.

14. Disclaimer

- a. UNTD AND/OR PIC MAKE NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PROGRAM OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

15. Miscellaneous

- a. To the extent permitted by law and without waiver of any immunity or defense, both parties acknowledge and agree that neither shall be responsible for any loss, injury or other damage to the other person or property of any employee or volunteer participating in this agreement unless such loss, injury or damage results from the gross negligence or willful misconduct of that party, its agents, officers, or employees.
- b. This relationship is intended solely for the mutual benefit of the participating parties, and there is no intention, expressed or otherwise, to create any rights or interests for any other party or person.
- c. Neither party is an agent of the other, nor has the right or authority to bind the other through its actions or any other contracts or communications.

Bob Mong, President

University of North Texas at Dallas

7300 University Hills Blvd

Dallas, TX 75241



Dr. Usamah Rodgers

DeSoto Independent School District

200 E Belt Line Road

DeSoto, Texas, 75115

Signature Date: _____

Signature Date: 5/16/2023