

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DALLAS INDEPENDENT SCHOOL DISTRICT  
AND  
SOUTHERN METHODIST UNIVERSITY  
SEPTEMBER 21, 2011**

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This is an agreement between Dallas Independent School District, hereinafter called "Dallas ISD" and the Southern Methodist University, hereinafter called "SMU", on behalf of its Annette Caldwell Simmons School of Education and Human Development hereinafter called "SoE").

**I. PURPOSE & SCOPE**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the planning of a Promise Neighborhood project to be located in West Dallas, hereinafter referred to as "The School Zone." The Dallas ISD has a need of the services of SMU to support planning between ten Dallas ISD schools located in West Dallas and the members of The School Zone.

In particular, this MOU is intended to: establish the role of SMU and Dallas ISD over one year (2012) as they work together to develop an implementation plan for The School Zone. The implementation plan will develop a method whereby The School Zone's partners will provide a comprehensive set of community and educational supports from cradle to career for Dallas ISD students and their families. SMU desires to work with the Dallas ISD lead the planning process with the school leaders, teachers, parents, students and not-for-profit organizations of West Dallas. This MOU contains a detailed description of the planning process, including each party's roles and responsibilities.

**II. AGENCY BACKGROUND**

SMU is a 501(c)(3) organization whose mission is to create, expand, and impart knowledge through teaching, research, and service, while shaping individuals to contribute to their communities and excel in their professions in an emerging global society. SoE's mission is to integrate theory, research and practice of education and human development; promote academic rigor and interdisciplinary collaboration; educate students for initial certification and professional practice; and nurture collaboration across the academic community. In fulfillment of that mission, SoE's research includes working with whole communities to develop collaborative solutions to systemic causes of poverty.

*The School Zone's* purpose is to assure that West Dallas schools, school leaders, teachers, students and families have access to resources that assist them to achieve consistent academic success. The primary objective is a "tightly woven safety net" that keeps children from falling through any crack, allowing them to achieve their full potential from birth to college.

**III. GOVERNANCE**

SMU will lead the planning process through a Management Team comprised of the Dean and Assistant Dean of the Annette Caldwell Simmons School of Education and Human Development , the Executive Director of the program for SMU, and Dallas ISD senior management, including the Pinkston principal or his/her designee.

SMU will work with *The School Zone's* Leadership Team, which represents the social sector and West Dallas residents. The Leadership Team will be comprised of the SMU Executive Director for this program, nine Executive Directors or senior staff of participating not-for-profit organizations, and ten West Dallas residents. With half of its members as residents of the community, the Leadership Team will be the neighborhood representative advisory board required by the Department. *All* members of the neighborhood will be encouraged to participate in the planning process through quarterly community-wide planning meetings.

Schedule of meetings:

- 1) Management Team meetings held quarterly.
- 2) Leadership Team meetings held monthly.
- 3) Community planning sessions held quarterly.

#### IV. THEORY OF CHANGE

Dallas ISD and SMU believe that if SMU partners with Dallas ISD and the West Dallas social sector to build a community-wide scaffold of supports for students and families focused on increased academic skill building and educational achievement, builds strong partnerships of mutual expectation with educational providers (public, charter and private schools), drives change with parent-owned advocacy, and continually measures and revises the programs it is implementing, then within five to seven years every student in West Dallas could have access to a high-performing school.

#### IV. THEORY OF ACTION

SMU's strategy to accomplish the goals of *The School Zone* includes:

**Building a community wide scaffold of supports:** By focusing 20 not-for-profit organizations on the resources and needs of the entire West Dallas community and providing an array of services for children and their families, SMU and Dallas ISD are working to: a) Provide children with safe healthy environments in which they may grow and thrive; b) Include all 7,000 K-12 public, private and charter school students in order to re-direct the trajectory of the entire community, not just the struggling high school; and c) Link a pipeline of community based, city-wide and regional best practice programs to one another using the Collective Impact model to provide a continuum of developmental assets for every child at every age.

**Building strong partnerships of mutual expectation with educational providers:** Before expressing any concerns for performance or asking for improvements, SMU and Dallas ISD have worked to build relationships and meet needs felt by the school leaders and teachers. They have always worked to meet expectations and performance deadlines and to build partnerships that will support transformation in the classroom.

**Engaging parents and the community in driving education transformation:** Through *The School Zone* SMU proposes to engage parents as first teachers and best advocates for quality schools through training, networking and access to support from the greater Dallas community, from their child's birth through his or her graduation.

**Incorporating proven strategies and continually evaluating results:** *The School Zone* includes a component which tracks and evaluates outcomes for parent and community engagement, support scaffolds, and student performance to create a feedback loop that cycles data back to program management to improve and refine program offerings.

## **V. Dallas ISD RESPONSIBILITIES UNDER THIS MOU**

Dallas ISD recognizes that Pinkston High School is currently a “low-performing” school and therefore the target school for *The School Zone* Promise Neighborhood proposal. It agrees to designate a senior staff member from Dallas ISD administration and the principal or his/her designee to attend and participate in *The School Zone* planning sessions. It also commits to organize internal meetings at the school to inform plan development and to engage teachers, administrators and staff.

It also agrees to appoint a team of administrators, faculty, support staff, parents, and students to participate in quarterly community planning sessions. It agrees to continue to implement a Campus Improvement Plan and to work with the West Dallas community to plan a continuum of solutions designed to significantly improve educational outcomes.

Dallas ISD shall undertake the following activities:

- Provide a senior staff member at each of the ten participating schools to participate in the planning process (attend quarterly planning meetings);
- Inform SMU regarding the Pinkston Campus Improvement Plan so that it may be included in the planning process;
- Designate a senior administrator to participate in the planning process; and
- Comply with all Dallas ISD policies and procedures, including but not limited to those addressing child abuse and dating violence

## **IV. SMU/CCE PROGRAM AND FINANCIAL COMMITMENT**

SMU commits to work with Dallas ISD and *The School Zone* to build a network of support built upon data-driven decision making and intended to improve academic performance in West Dallas schools. SMU also commits to work with the US Department of Education’s national evaluator to provide access to relevant program and project data on a quarterly basis or as requested; to develop, in consultation with the national evaluator, an evaluation strategy, including identifying a credible comparison group; and to develop, in consultation with the national evaluator, a plan for identifying and collecting reliable and valid baseline data for both program participants and a designated comparison group of non-participants.

SMU shall undertake the following activities:

- Provide staff and funding for the project;
- Monitor and report staff and funding activities;
- Guide the planning process;
- Coordinate participants, volunteers and meetings;
- Develop metrics for the planning year and document outcomes;
- Coordinate with the Department of Education;
- Work with the National Evaluator as required;
- Communicate relevant data to all participants;

- Follow all Dallas ISD policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the Dallas ISD has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). SMU is receiving student information in compliance with the requirements and exceptions outlined in FERPA. SMU acknowledges that it must comply with said law and regulations and safeguard student information. SMU may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). SMU must destroy any student information received from the Dallas ISD when no longer needed for the purposes listed in this Agreement; and
- SMU will obtain national criminal history record information that relates to an employee, applicant for employment, or agent of SMU if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. SMU shall certify to the Dallas ISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. SMU shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Dallas ISD property or other location where students are regularly present. Dallas ISD shall be the final arbiter of what constitutes a "location where students are regularly present."

All SMU warranties and obligations are expressly agreed to be on a "reasonable efforts" basis. Dallas ISD understands that SMU's primary mission is education and advancement of knowledge and the program will be designed to carry out that mission. The manner of performance of the program shall be determined solely by the Executive Director of the program for SMU. SMU does not guarantee specific results. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by SMU pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. SMU makes no warranties of any kind, either express or implied, as to any matter, and all such warranties, including warranties of merchantability and fitness for a particular purpose, are expressly disclaimed. Any intellectual property generated by SMU personnel will be owned by SMU or the creator of the intellectual property, as provided by SMU's Intellectual Property Policy. Any intellectual property generated by Dallas ISD personnel will be owned by Dallas ISD or the creator of the intellectual property, as provided by Dallas ISD's Intellectual Property Policy and/or procedures. Dallas ISD recognizes that under SMU policy, the results of the project must be publishable and agrees that Principal Investigator or researcher(s) engaged in the project shall be permitted to present at symposia, national or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the project. SMU acknowledges that any data used may not personally identify specific students without the express written consent of the student's parent/legal guardian.

#### **V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

This agreement is subject to review and revision at the request of either party by October first of each year. Either party may terminate this MOU by notification of intent of termination prior to the expiration of the Term as follows:

By SMU upon sixty (60) days written notice to Dallas ISD

By Dallas ISD upon sixty (60) days written notice to SMU

## VI. FUNDING

This MOU **does not** include the reimbursement of funds between the two parties.

This agreement is subject to review and revision at the request of either party by October first of each year. Either party may terminate this agreement by notification of intent of termination given at least three months in advance of the desired date of termination.

## VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of \_\_\_\_\_ and Dallas ISD authorized officials. It shall be in force from \_\_\_\_\_ to \_\_\_\_\_.

Parties A and B indicate agreement with this MOU by their signatures.

Dallas Independent School District

By:

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_, Dallas Independent School District  
(Position)

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

\_\_\_\_\_  
(Name)

Senior Executive Director \_\_\_\_\_, Dallas Independent School District  
(Position)

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

\_\_\_\_\_  
(Name)

Chief \_\_\_\_\_ Officer, Dallas Independent School District  
(Position)

Approved as to form:

\_\_\_\_\_  
School Attorney Date: \_\_\_\_\_

By: Southern Methodist University

\_\_\_\_\_  
Paul W. Ludden, Provost & Vice President for Academic Affairs

Date: \_\_\_\_\_

\_\_\_\_\_  
Dean David Chard, SMU

Date: \_\_\_\_\_