



DeKalb County Public Schools and Relay Graduate School of Education
Memorandum of Understanding — Academic Year 2025–2026

This Memorandum of Understanding (“**MOU**”) entered into by and between DeKalb County Public Schools (the “**Client**”) and Relay Graduate School of Education (“**Relay**”) establishes the terms of collaboration between both entities. Hereafter, each entity may be referred to as a “**Party**” and collectively as the “**Parties**”.

This MOU outlines the scope of work and delineates the roles and responsibilities of each Party. This MOU becomes effective upon signature by the last of the Parties to sign (the “**Effective Date**”), thereby fully executing the MOU, and shall continue through **June 30, 2026**, unless extended by mutual written agreement of the Parties or terminated earlier in accordance with the terms herein.

I. Scope of Work and Service Fees:

Customized Coaching and Training Service Fees	
Services	Price
<p>CCT: Leader Professional Development (In Person)</p> <ul style="list-style-type: none"> ● Four, 8-hour days of of in-person professional learning <ul style="list-style-type: none"> ○ Leading Student Culture ○ Leading Observation and Feedback ○ Leading Weekly Data Meetings ○ Putting it Altogether: Strong Start Playbooks ● Up to 150 participants ● Cost Includes digital course materials including one pagers and session hand-outs ● Printing, operational support, AV, food and beverage, and/or venue, can be added for additional cost ● Summer 2025 	\$100,000
<p>School-Based Coaching In-Person</p> <ul style="list-style-type: none"> ● Eight, 8-hour days onsite (eg, (4) 2-day visits) ● 64 hours of virtual coaching for priority leaders and/or PLC ● Serve up to four priority schools: each school receives quarterly, four-hour site visits ● Fall 2025 - Spring 2026 	\$78,000
<p>Instructional Rounds</p> <ul style="list-style-type: none"> ● Two, 1-day school-based walkthroughs conducted concurrently at 2-4 priority schools across the district 	\$28,000



<ul style="list-style-type: none"> • Up to 15 participants per site • Fall 2025 - Spring 2026 	
Executive Level Coaching <ul style="list-style-type: none"> • 12 hours • Virtual • Fall 2025 - Spring 2026 	\$4,400
Total Amount Due:	\$210,400

II. Program Costs and Payment Policy

Relay will provide an invoice to the Client no later than ten (10) business days following Relay’s receipt of this fully executed MOU. The Client will pay the invoice amount within thirty (30) calendar days after receipt of the invoice from Relay.

Relay also reserves the right to suspend services under this MOU should any invoice remain unpaid thirty (30) calendar days beyond the due date.

III. Non-Reduction of Fees; No Refunds Once the MOU is signed, Relay will not reduce the number of seats, workshops, or total cost billed; the Client is liable to pay the total amount for all reserved seats, even if some remain unfilled. This also includes participants who withdraw or are dismissed from the program. The Client acknowledges and agrees that Relay will not provide refunds for any unused seats related to the programs in this MOU. Relay has the right to fill any vacant seats with more participants at its discretion. If this MOU is terminated, the Client remains liable for payment for all reserved seats and workshops as outlined in Section I, unless the termination is due to a material breach by Relay per the Termination section of this MOU.

Please initial to acknowledge and agree to Section III terms:

IV. Programmatic Details (Appendices)

B. [CCT](#)

V. Contingent Academic Year 2025-26 Modality: Safety and Practicality

Relay is committed to the health and well-being of its participants, faculty, and staff and to supporting school leaders. In response to public health concerns, natural disasters, government mandates, or other significant events that make in-person sessions unsafe or impractical, Relay faculty are prepared to lead all instruction via remote learning and provide participants with the materials necessary for a successful remote learning experience.



Relay will monitor local, state, and federal guidance regarding travel and gatherings and aims to communicate any changes to in-person sessions with reasonable advance notice to the extent possible. Under extenuating circumstances, including but not limited to emergencies or sudden changes in relevant local, state, and federal guidance, Relay reserves the right to adjust the communication timeline accordingly. Such adjustments will be made to provide the Client with the most prompt notice feasible under the circumstances. Any such changes will be communicated to the Client as soon as practicable. Should changes to the modality of sessions be required due to unforeseen circumstances, Relay and the Client commit to engaging in a timely and proactive collaboration to evaluate and undertake necessary adjustments to logistical arrangements to ensure the health and well-being of all individuals involved.

VI. Data

Surveys

The Client agrees to support the administration of Relay or externally validated surveys, up to three times annually, to collect feedback from relevant Client staff on participant and program effectiveness. Support includes providing contact information (e.g., names, email addresses), notifying staff about required participation, and allocating up to 30 minutes for staff to complete each survey.

Relay will provide the necessary tools and resources to facilitate survey distribution (e.g., communication toolkits), assist with outreach and feedback collection, and share survey results with program participants and designated Client staff.

The Client agrees to allow Relay to survey participants to measure overall satisfaction with the content and delivery of the professional development.

Video Recording

Classroom and other in-school videos provide a valuable tool for supporting leader development, and Relay assignments and assessments may require or encourage the use of video. The Client agrees that participants may film within their schools for instructional purposes, and the Client will assist participants in obtaining the necessary written media consent, compliant with relevant privacy laws including but not limited to FERPA, whenever required.

VII. Miscellaneous Provisions

Intellectual Property

The Client acknowledges and agrees that Relay shall be the sole and exclusive owner of all programs under this MOU and any other inventions, works, or other materials that are created, conceived, or reduced to practice by Relay in connection with this MOU, together with all



intellectual property rights embodied therein (collectively, the “Relay IP”). Except as otherwise set forth in this MOU, the school and its teachers and students shall not have any ownership, license, or other interest in any Relay IP. Relay hereby grants the school and its leaders and teachers a limited and non-exclusive license to use the Relay IP solely for non-commercial and educational use while enrolled in the Programs under this MOU. Neither the license granted under this MOU nor the use by the Client and its agents of Relay’s Intellectual Property creates any interest or right, express or implied, in Relay’s Intellectual Property with respect to the Client beyond such limited license and right to use. The Client will not use or permit the use of any Relay Intellectual Property in a manner that may contravene applicable law or impair the validity or enforceability of any rights or interests in the Intellectual Property.

Modifications and Waivers

No provision of this MOU shall be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by the Client and by an authorized representative of Relay. No failure by Relay to insist upon the strict performance of any term, covenant, agreement, or provision of this MOU or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Relay of Services during the continuance of any such breach, shall constitute a waiver of a remedy or right or of any such breach or of any such term, covenant, agreement, or provision.

Entire Agreement

No other agreements, representations, or understandings (whether oral or written) that are not expressly set forth in this MOU and its appendices have been made or entered into by either Party with respect to the subject matter of this MOU. This MOU, including all appendices attached hereto and incorporated herein by reference, contains the entire understanding of the Parties with respect to the subject matter hereof.

Confidentiality

The Parties acknowledge that, during the term of this MOU, they will disclose certain Confidential Information to each other. For purposes of this provision, Confidential Information shall include but not be limited to personal and educational information about the students attending the Client schools as well as the students of Relay, and proprietary information about Relay operations and business plans not readily available to the public. Confidential Information shall include information covered by other provisions of this MOU and information protected by federal, state, and local law, including FERPA. Each Party agrees that neither it nor its employees shall disclose or use Confidential Information except as strictly necessary to perform the obligations under this MOU. Each Party shall protect the other Party's Confidential Information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care. Confidential Information does not include information that is already public knowledge or has become a part



of the public domain through no breach of this MOU. Client agrees to convey to the participants any judicial order or lawfully-issued subpoena requiring the disclosure of any personally identifiable information as defined under FERPA and which is in Client's possession.

Indemnity

Each party agrees only to be liable for the acts and omissions of its own officers and employees engaged in the scope of their employment arising under this Agreement, as may be determined by a court of competent jurisdiction, and each party hereby agrees only to be responsible for certain claims with respect to that party's actions in connection with this Agreement. It is specifically agreed that neither party shall indemnify the other party and each party agrees to be responsible for its own defense.

Severability

If any term or provision of this MOU is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part shall be stricken from this MOU, and such provision shall not affect the legality, enforceability, or validity of the remainder of this MOU. If any provision or part thereof of this MOU is stricken in accordance with the provisions of this section, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

Non-Assignment

Neither this MOU nor any of the rights, interests, or obligations under this MOU shall be assigned, in whole or in -part, by operation of law or otherwise by either Party without the prior written consent of the other Party, and any such assignment that is not consented to shall be null and void.

Construction

The headings of sections contained in this MOU are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this MOU.

Governing Law and Venue

This MOU shall be construed and enforced in accordance with the substantive laws of the State of Georgia applicable to agreements made and wholly to be performed in the State of Georgia without recourse to any principles of choice of laws. The federal and state courts located in Gwinnett County shall have sole and exclusive jurisdiction to construe and enforce the MOU.

Compliance with the Law



The Client and Relay shall comply with the applicable federal, state, and local laws and regulations governing the respective Parties, including without limitation, FERPA, civil rights and non-discrimination, and mandatory reporting of child abuse. In the event that either Party learns of a potential or actual lack of meaningful compliance, the Party shall give notice to the other Party promptly and work to achieve compliance.

Termination for Convenience

Either party may terminate this MOU without cause and at any time upon giving thirty (30) days' prior written notice to the other party. Such termination will be effective on the date stated in the notice. In the case of such termination for convenience, Client shall pay Relay for services provided through the termination for convenience date.

Notwithstanding the foregoing, if the end of the Term of the MOU is to occur less than thirty (30) days from the date of notice of termination, Client shall provide such lesser notice as may be reasonably practicable, and on the Termination for Convenience Date Client shall pay Relay for the Services provided through the Termination for Convenience Date.

Notices

Any notice, demand, or other communication required or permitted to be given under this MOU shall be in writing and shall be delivered to an appropriate representative. Both Parties agree to the roles and responsibilities as outlined in this MOU and agree that the collaboration outlined within is critical to developing and implementing a successful school leadership program.



Signatory Attestation:

Each Party hereby represents and warrants that it has the full power and authority to enter into this MOU. ***The individual executing this MOU on behalf of a Party represents and warrants that they are duly authorized to do so.*** Any signature on this MOU by an individual not authorized to sign on behalf of a Party shall be deemed unauthorized. Such unauthorized signatures shall not bind the Party but may bind the unauthorized signer personally. A Party may choose to ratify an unauthorized signature, which will then become effective for the purposes of this MOU. Any individual who executes this MOU without proper authorization may be subject to civil or criminal liability. Upon request, each Party shall provide evidence of such authorization to the other Party.

By signing below, the Parties agree to the terms and conditions of this MOU.

Relay	Client
<hr/> Signature	<hr/> Signature
Derek Richey <hr/> Print Name	<hr/> Print Name
Chief Financial Officer <hr/> Title	<hr/> Title
<hr/> Date	<hr/> Date



Appendix B: Customized Coaching and Training

B.1 Modification and Additional Expense

If the Client requests any modifications to the services or terms outlined in Section I of this MOU, including but not limited to changes in the number of participants, the number of service days, Audio/Visual setup, venue arrangements, or other logistical arrangements, such modifications must be submitted in writing at least 21 business days prior to the intended date of these changes and approved by Relay.

Any modifications requested by the Client that result in cumulative additional expenses exceeding \$500 over the duration of this MOU will be the responsibility of the Client. This cumulative threshold is established to manage the aggregate impact of multiple modifications on operational and administrative costs. Once the cumulative cost of modifications exceeds \$500, Relay will provide an itemized statement of such additional expenses, including but not limited to venue costs, additional equipment or personnel, travel expenses, and accommodation requirements. The assessment of cumulative costs will be tracked from the date of the first modification request.

No modifications shall take effect unless and until agreed upon in writing by both Parties. Relay reserves the right to reject any modification requests that it deems impractical, burdensome, or inconsistent with its educational objectives or operational capabilities.

B.2 Make-Up Days

"Make-up days" are additional instructional or service days that Relay may provide to ensure participants who missed or will miss previously scheduled sessions can receive the intended content or participate in planned activities. These days serve to supplement the original programming and are not included in the initial scheduling.

Request for make-up days must be submitted in writing by the Client to Relay at least thirty (30) business days prior to the proposed date for such make-up days. Relay reserves the right to refuse such requests based on resource availability or other operational considerations.

Additionally, Parties acknowledge and agree that the fees quoted in Section I do not include any potential make-up days. The additional charges for make-up days will be determined based on the availability of Relay's resources and staff and specific context of each make-up day. Relay will provide the Client with a written quote for the make-up days, which shall include the details of the services to be provided, associated costs and any additional expenses such as venue, travel, and accommodation costs.



B.3: Miscellaneous Provisions

Participant Records: The programs provided by Relay under this MOU are non-credit-bearing and do not confer any degrees. Participants shall not be considered enrolled students at Relay. Furthermore, participation in these programs does not lead to, nor qualify participants for, any form of certification or licensure. However, upon request by a participant, Relay agrees to provide a letter of attendance. This letter will detail the total number of hours attended by the participant at the conclusion of each program.

Communication: In order to ensure a successful collaboration, the Client must assign a representative to serve as the designated point of contact for Relay. This point of contact will be responsible for managing all communications with Relay before and during the contract year(s).

B.4 Customized Coaching: School and Participant Selection Requirements

This section only applies if the Scope of Work in Section 1 includes coaching supports.

School Selection: Relay commits to providing support to the leader(s) at the designated number of focus schools indicated in the scope of work. Subject to Relay's resource availability, schools outside of the Scope of Work in "Section I. Scope of Work and Service Fees" may be included in support services when agreed to by Relay and the Client point of contact. The inclusion of additional schools requires written confirmation from Relay to the Client before those schools may be included in services and may lead to additional costs. Any such costs will be communicated to the Client, who must provide written approval via email or other predetermined method.

Participant Selection: The Client shall collaborate with Relay to identify and select a specific group of participants from the Client organization to participate in Relay's intensive coaching and support services. Participant rosters are due to Relay thirty (30) calendar days in advance of the first date of service.

Selection Requirements: The Client confirms that every school and school leader has the following prerequisite conditions for coaching:

- Participants must hold full-time leadership positions that include coaching teachers or leaders on instructional and cultural practices.
- Participants must have previously received (or be currently participating in) Relay training in the lever area(s) of focus
- The Client's systems and organized labor contracts must allow for frequent, informal observations of teachers, and for coaching debrief meetings
- The Client is strongly encouraged to either have common interim assessments in both math and ELA, or willingness to build an assessment system.
- Commitment to partnering with Relay faculty in order to ensure participants provide to Relay key instructional and coaching deliverables including:



- Calendars
- Professional development (PD) plans
- Video submissions
- Culture plans/rubrics
- Dashboard creation and regular progress monitoring
- Pre- and post-work for individualized coaching, site visits, and practice labs

Participant Replacements: While participant replacements are strongly discouraged, the Client may encounter a scenario in which a participant is no longer able to receive coaching and support and may wish to replace a participant during the academic year. This proposed replacement must meet the same eligibility criteria outlined in this MOU. Relay reserves the right to review and approve any proposed replacements. Replacements made mid-engagement will go into effect ten (10) business days after Relay has acknowledged the written request. Formal notice via email to professionaleducation@relay.edu must be received before any changes can be made. Any funds already paid on behalf of any withdrawn participant will be applied to the replacement.

Please initial to acknowledge and agree to Appendix B terms: