

MEMORANDUM OF UNDERSTANDING
Smithville ISD and Texas Tech University

This Agreement (the "Agreement") is between Smithville ISD ("SISD") or "District" and Texas Tech University ("TTU") or on behalf of Texas Tech K-12 and entered on the "Effective Date" of August 24, 2026. Smithville ISD and TTU may be referred to throughout individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS the Parties agree to work together in serving the educational needs of Smithville ISD and their surrounding communities;

WHEREAS, Texas Tech K-12 has agreed to allow Smithville ISD to purchase Texas Tech K-12 courses and to offer Texas Tech K-12 courses to students in their district.

For adequate consideration, the Parties agree to the following conditions and responsibilities:

I. RESPONSIBILITIES OF TTU

TEXAS TECH K-12 will:

1. Provide K-12 online courses as selected and purchased by District to be used by District's students for the specified course sections.
2. Make available to District students in specified course sections, District purchased course(s) via online, asynchronous medium or as specified and otherwise agreed upon in writing between the Parties.
3. Provide grade reports upon course completion.
4. Complete student enrollment within 5 -7 business days from the time enrollment information is received from District.
5. Provide online, on-demand tutoring for the 1st year at no charge.

II. RESPONSIBILITIES OF Smithville ISD will:

1. Have the option to offer Texas Tech K-12 courses to supplement their full-time students' curricular needs.
 - a. Adhere to all requirements set forth by Texas Tech K-12 policies.
 - b. Require all students to register via the Texas Tech K-12 Student Information System.
2. District is solely responsible for reviewing selected Course(s) to ensure such Course(s) meets the district's educational and curricular needs.
3. District will provide all required student enrollment information.
4. District is solely responsible for monitoring students to ensure course is completed within six (6) months of enrollment. The course start date is enrollment date.

5. District will adhere to all requirements set forth by Texas Tech K-12 academic staff.
6. District will administer all STAAR exams for students.
7. Agrees that it will not use TTU's name or protected marks without TTU's prior express written approval.

III. JOINT RESPONSIBILITIES

1. Both Parties will safeguard student information in compliance with Family Education Rights and Privacy Act ("FERPA") regulations.
2. This Agreement is subject to annual review but will remain as stated until such time as 3 years and TTU authorize a change in the Agreement by mutual written consent.

IV. FEE SCHEDULE

1. Smithville ISD will receive a course discount of 15%.
2. Texas Tech K-12 will charge for each student course enrollment based on the Texas Tech K-12 Fee Schedule posted online at <https://www.depts.ttu.edu/k12/about/fees/>
3. Smithville ISD will pay for all books required for courses purchased.
4. Texas Tech K-12 will invoice Smithville ISD for all course purchases and books on a semester basis after enrollments have been processed and completed.
5. Once a course is accessed by the student, refunds will not be issued.

V. MARKETING

1. Use of Marketing Materials. TTU, through its Marketing & Communications office, will provide approved marketing assets and guidance related to Texas Tech K–12 Academic Partnerships. Smithville ISD may use only those marketing assets that are (a) provided directly by TTU and (b) expressly approved in writing in advance by TTU’s Marketing & Communications office. Smithville ISD shall not create, modify, or distribute any marketing, promotional, or informational materials referencing TTU or Texas Tech K–12 programs without such prior written approval. All materials provided by TTU remain the property of TTU and must be returned or discontinued upon TTU’s request or upon termination of this Agreement. Smithville ISD may use such materials solely for purposes of fulfilling its obligations under this Agreement. Smithville ISD shall ensure that all employees, contractors, vendors and agents comply with this Section. Any actions taken by such parties shall be deemed actions of Smithville ISD .
2. Use of TTU Name and Marks. Smithville ISD shall not use TTU’s name or protected identity marks, including but not limited to its wordmarks, logos, seals, imagery, or insignia (“Marks”), without prior written approval from TTU’s Marketing & Communications office or its designee. Any approved use must comply with TTU brand guidelines and shall immediately cease upon

termination of this Agreement or upon written notice from TTU. Smithville ISD shall not use TTU's name or Marks in any manner that implies endorsement, sponsorship, or affiliation beyond what is expressly authorized in writing by TTU.

3. Use of Smithville ISD Name and Marks by TTU. TTU shall not use Smithville ISD's name, logo, or other identifying marks in marketing or promotional materials without Smithville ISD's prior written approval. Smithville ISD may grant or withhold such approval in its sole discretion and may revoke approval at any time. All goodwill associated with Smithville ISD's marks shall remain the exclusive property of Smithville ISD.
4. Control and Revocation of Approval. Smithville ISD shall not create or manage websites, social media accounts, digital advertisements or online content that uses or references TTU's name, Marks, or programs without prior written approval from TTU's Marketing & Communications. All use of TTU-provided or TTU-approved materials must follow the scope and manner approved by TTU's Marketing & Communications office. TTU may revoke approval for any use at its discretion. Upon notice of revocation, Smithville ISD shall promptly cease use of the affected materials and take all necessary actions to remove such materials from circulation, including digital platforms, within a reasonable timeframe not to exceed five (5) working days. Smithville ISD agrees not to use, register, or attempt to acquire any names, marks, or domain names that are confusingly similar to TTU's trademarks. This provision survives termination or expiration of this Agreement.
5. Accuracy and Representations. All marketing, advertising, and promotional communications by either party related to this Agreement must be accurate, clear, and not misleading. Neither party shall make false, misleading, or unsubstantiated statements about the other party or its programs, including statements regarding academic offerings, costs, outcomes, or the nature of the relationship between the parties. All marketing collateral must be developed using TTU-provided or TTU-approved materials as required in this Section.
6. Compliance with Laws. Smithville ISD shall comply with all applicable federal, state, and local laws and regulations governing marketing and recruitment activities, including but not limited to laws related to advertising, telemarketing, mobile messaging, and email communications.

VI. MISCELLANEOUS

1. This Agreement will be constructed under and in accordance with the laws of the State of Texas for any legal proceeding will be Lubbock County, Texas.
2. This Agreement will begin on the Effective Date above and will remain in effect for three (3) years. Either Party may terminate this Agreement for any reason upon prior written notice to the other Party of its intention to do so at least one hundred and twenty (120) days prior to the desired date of termination. If this Agreement is terminated, appropriate arrangements will be made to allow students already admitted to relevant programs to complete their programs of study.
3. "Event of Force Majeure" means an event beyond the control of Smithville ISD or TTU which

prevents or makes a Party's compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No Party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A Party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other Party of an Event of Force Majeure upon it being foreseen by, becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

4. Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless Smithville ISD and TTU agree in writing.
5. This Agreement supersedes all prior agreements, written or oral, between Smithville ISD and TTU and will constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended, or altered except in writing signed by Smithville ISD and TTU.
6. In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), TTU may, at its sole discretion, implement new or modified health and safety procedures to protect the health and safety of the TTU community. In the event of Emergency, Smithville ISD agrees to adhere to all such procedures and related directives from TTU when entering onto and performing services on TTU's campus.

VII. Notices

Notices will be effective under this Agreement when they are reduced to writing and delivered by next day delivery service, with proof of delivery, or mailed certified or registered mail, return receipt requested, to the appropriate Party at the address stated below. Notice will be deemed given on the date delivered or the date of attempted delivery if service is refused.

Smithville ISD:

Dr. Molley Ealy
Superintendent
mealy@smithvilleisd.org

Smithville ISD
PO Box 479
Smithville Texas 78957

TTU:

Texas Tech K-12, a division of TTU Online
Dr. Robert Bayard
Box 45095, Lubbock, TX 79409
Robert.Bayard@ttu.edu

With a copy to:

TTU Procurement Services
Attn: Contract Management
Box 41094
Lubbock, Texas 79409
contracting@ttu.edu

The UNDERSIGNED PARTIES certify (1) the responsibilities specified above are properly within the statutory functions and programs of Parties and (2) the Parties are legally authorized to perform the required duties of this Agreement.

TEXAS TECH UNIVERSITY

Dr. Molley Ealy
Superintendent

Date of Signature

Jennifer Adling
Assistant Vice President and Chief Procurement
Officer

Date of Signature

TEXAS TECH UNIVERSITY

Dr. Robert Bayard
Superintendent

Date of Signature