



Memorandum of Understanding (MOU)

Temple ISD and Teach Us Texas

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”) is entered into between Versidi, Inc. dba Teach Us Texas (“TUTX”) and DISTRICT (“DISTRICT”), effective as of this **13th day of October 2026**, for the purpose of outlining a collaborative program to support teacher candidates in their pursuit of standard certification.

1. Purpose

This MOU establishes a collaboration between DISTRICT and TUTX to support DISTRICT teachers in accessing alternative certification pathways through TUTX. The goal is to ensure a seamless, affordable, and high-quality preparation experience that advances academic and career pathways for teacher candidates employed by DISTRICT.

2. Candidate Enrollment Policy

DISTRICT teachers will be accepted according to the policies and guidelines in place for Texas educator preparation programs, as outlined in **Exhibit A: Candidate Enrollment Policy** (attached hereto and incorporated by reference).

3. TUTX Commitments

Enrollment Support

- Access to and support from Enrollment Team Specialists, including, screening, application processing, verification of required hours, and integration across all systems for coursework and test preparation.

Program Support Services

- Assigned Academic Cohort Leader to serve as liaison between the program, campus, and district.
- Virtual cohort meetings held at least once per semester (or more frequently as determined jointly by the Academic Cohort Leader and DISTRICT Program Coordinator).
- Bi-weekly monitoring, tracking, and reporting on candidate progress.
- Structured timeline for program components and course progression.

Educator Preparation Coursework

- Asynchronous, online coursework including:
 - Assigned instructor with subject matter expertise.
 - Course learning objectives arranged in ascending cognitive complexity.
 - Comprehensive, visually organized, and thoughtfully packaged content.
 - Frequent formative checks to reinforce understanding.
 - A comprehensive final case study bridging theory and practice.
 - Personalized feedback for professional growth.

Content and Pedagogy Test Preparation

- Access to TUTX's test preparation platform, coursework, including diagnostic exams, targeted learning resources, and synchronous instructional support.

Clinical Practice Support

- Providing a qualified TUTX Field Supervisor to facilitate virtual and face-to-face field-based experiences in compliance with 19 TAC Chapter 228.
- Training for mentor teachers supporting TUTX candidates.
- Formal and informal observations with feedback as required by TEA regulations.

Reading Academies

- If applicable, candidates complete Reading Academies through a TUTX cohort led by a TEA-approved Cohort Leader.
- Services include remote synchronous training, individual coaching, submission of required TEA artifacts, and personalized feedback.
- There is no fee associated with Reading Academies.

4. DISTRICT Commitments

- Pre-screen candidates for eligibility, readiness, and alignment with DISTRICT workforce needs and program pathways.
- Support enrollment by reinforcing application deadlines and critical communications.
- Identify qualified mentor teachers to support candidates during clinical and field experiences.

- Participate in collaborative activities, as applicable, including shared governance, program evaluation, co-presentations, and outreach.
- Collaborate with Teach Us on workforce needs, candidate support, and continuous program improvement.

5. Program Pricing & Invoicing Options

The total program cost is assessed per candidate. Detailed pricing is set forth in **Exhibit B: Program Pricing**.

Invoicing Options: DISTRICT may select from available invoicing arrangements for enrolled candidates, including, but not limited to: (i) invoicing DISTRICT; (ii) invoicing the enrolled candidate; or (iii) allocating invoicing between DISTRICT and the enrolled candidate. The applicable invoicing arrangement may be determined by DISTRICT based on its program needs and funding structure.

6. Term, Termination, and Renewal

This MOU remains in effect for two (2) years from the date of the latest signature, unless terminated earlier. Either party may terminate this MOU at any time for any reason with sixty (60) days' written notice. The Agreement will be re-evaluated for renewal sixty (60) days before expiration.

If this MOU is terminated, TUTX will refund DISTRICT for a pro-rata portion of prepaid fees under this MOU. This refund will be limited to fees for which services have not been rendered or expenses have not been demonstrably incurred prior to the date of termination. Upon expiration or termination of this MOU, neither party shall have further obligation under this MOU except for obligations due and owing which arose prior to the date of termination, and obligations, promises, or covenants contained in this MOU which expressly extend beyond the term of this MOU. In no event shall termination by DISTRICT as provided for under this MOU give rise to any liability on DISTRICT's part including, but not limited to, TUTX's potential claims for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. DISTRICT's sole obligation hereunder is to pay TUTX for services received by DISTRICT prior to the date of termination.

7. Indemnity

To the extent permitted by Texas law, and without waiving any privileges or immunities, each party shall indemnify, defend, and hold the other harmless from claims or proceedings relating to performance under this Agreement, except where caused solely by the negligence or willful misconduct of the indemnified party.

8. Limitation of Liability

Neither party shall be liable for consequential, incidental, punitive, or special damages, lost profits, or diminution in value, regardless of legal theory.

No Waiver of Immunity: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MOU, TUTX ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS MOU SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO DISTRICT, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO DISTRICT UNDER APPLICABLE LAW.

9. Severability

If any provision of this MOU is deemed invalid or unenforceable, the remainder shall remain in full force. Parties will negotiate in good faith to achieve the intent of any severed provision.

10. Public Information

TUTX acknowledges that DISTRICT must comply with the Texas Public Information Act. DISTRICT agrees to notify TUTX of any relevant requests.

11. Relationship of Parties

Nothing in this MOU creates an employment, agency, joint venture, or partnership. Employees of one party are not deemed employees of the other. No fees or reimbursements are owed except as expressly provided.

12. Governing Law

This MOU shall be governed and enforced under the laws of the State of Texas. DISTRICT retains all immunities and defenses under Texas law.

13. Miscellaneous

- Binding upon successors and assigns.
 - Headings are for reference only.
 - May be executed in counterparts and by electronic signature.
 - Constitutes the full agreement and supersedes all prior negotiations.
 - Ineligibility for Nonpayment of Child Support: Pursuant to Texas Family Code § 231.006(d), regarding child support, TUTX certifies that TUTX is not ineligible to receive the compensation specified in this MOU and acknowledges that this MOU may be terminated and payment may be withheld if this certification is inaccurate.
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Execution

By signing below, each party acknowledges its agreement to the terms herein.

DISTRICT

Name: _____
Title: _____
Date: _____
Address: _____

Versidi, Inc. dba Teach Us Texas

Brandon Jouganatos, President
Date: _____
1201 Fannin Street, Suite 262
Houston, TX 77002

Exhibit A: Candidate Enrollment Policy

Candidates from DISTRICT will be accepted into TUTX according to the following criteria:

- Must hold at least a bachelor's degree from an accredited institution.
- Must meet minimum GPA requirements as established by Texas Administrative Code (currently 2.5 cumulative or 2.5 in the last 60 hours).
- Must demonstrate basic skills through an assessment approved by TEA.
- Must pass required background checks.
- Must submit a complete application with transcripts, statement of intent, and letters of recommendation.
- Must meet all additional requirements of the certification area sought.

Exhibit B: Program Pricing

Cost Per Candidate is \$3,950.

- This includes:
 - Cohort Management & Progress Monitoring
 - Application and Enrollment
 - Educator Preparation Coursework and Coaching
 - Embedded Content & Pedagogy Test Preparation
 - Clinical Practice Support and Field Supervision
 - Reading Academies (if applicable)