

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (sometimes referred to herein as “Agreement”) is entered into by and between Jamie Peden, and Texas Center for Student Supports (hereinafter “TCSS”) (hereinafter singularly a “Party” or collectively the “Parties”), pursuant to Texas Education Code, Chapter 8, in order to achieve each Party’s goal of: (1) assisting school districts in improving student performance in the state of Texas; and (2) enabling school districts to operate more efficiently and economically; and (3) implement initiatives assigned by the legislature or the Commissioner of Education.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

I. Responsibilities of the Parties.

A. For Jamie Peden:

<p><b>Design and Deliver Training</b> Develop and present a Student Support Framework (SSF) “Deep Dive” training session focused on Lever 9: School Culture and Climate. The training will be delivered in a virtual format.</p> <ul style="list-style-type: none"> <li>• Provide a brief description of the training for use in the registration form and promotional flyer</li> </ul>	<p>Session 1: August 6, 2025, 9:00-11:00 a.m. Session 2: September 8, 2025, 1:00-3:00 p.m.</p>
<p><b>Develop Training Materials</b> Create and submit training materials in PowerPoint presentation format. All presentations will include:</p> <ul style="list-style-type: none"> <li>• Built-in loose scripting (speaking points)</li> <li>• Embedded facilitator notes</li> <li>• Activity descriptions</li> </ul> <p>A participant handout should be included as part of the deliverables. Other resource materials may be included in the deliverables.</p>	<p>First submission to TCSS &amp; TEA: June 16, 2025 Second submission to TCSS &amp; TEA with revisions: July 10, 2025; Final submission: August 1, 2025</p>
<p><b>Ensure Content Alignment</b> Training content must support the practical implementation of the following SSF Essential Actions:</p> <ul style="list-style-type: none"> <li>• 9.2 - Core Mission, Vision, and Values</li> <li>• 9.4 - Sense of Community and Building Relationships</li> </ul>	

B. For TCSS:

<b>Provide Resources and Templates</b> Supply Jamie Peden with the SSF Toolkit and a TCSS-branded presentation template.	June 5, 2025
<b>Review and Feedback</b> Review submitted training materials and provide a list of requested revisions.	July 3, 2025

## II. TERM OF AGREEMENT

This Agreement shall be effective on June 5, 2025, and terminate, except as provided herein, on September 30, 2025, unless sooner terminated upon 30 days prior written notice by either party (the "Term"). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action reasonably necessary to efficiently enact the termination.

## III. FEES

In exchange for the delivery of the services set forth in Section I of this Agreement, TCSS shall pay Jamie Peden up to \$10,000 to be paid upon completion of such services.

## IV. ADDITIONAL TERMS AND CONDITIONS.

1. Assignments. Neither Party may assign this Agreement without the prior written consent of the other.
2. Entire Agreement. This Agreement contains all of the agreement between the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.
3. Independent Contractor Status. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.
4. Third Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third-party beneficiaries of or under this Agreement.



5. Governing Law. This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in Randall County, Texas.

6. Counterparts. This Agreement and any amendment or supplement to this Agreement may be executed in two or more counterparts, each of which will constitute an original but all of which will together constitute a single instrument. Transmission by facsimile or email of an executed counterpart signature page hereof by a party hereto shall constitute due execution and delivery of this Agreement by such party.

7. Sovereign Immunity. Nothing in this Agreement shall be deemed to waive the sovereign immunity of either Party or of the staff and employees of either Party.

8. Dispute Resolution. Each Party, or its designees, shall resolve disputes that develop under this Agreement.

9. Work Made for Hire. For the purposes of this Agreement, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Agreement. All work performed pursuant to this Agreement is made the exclusive property of the Region 16 ESC. All right, title, and interest in and to said property shall vest in Region 16 ESC upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such work may not, by operation of law, vest in the Region 16 ESC, or such work may not be considered a work made for hire, all rights, title, and interest therein are hereby irrevocably assigned to the Region 16 ESC. The Region 16 ESC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Jamie Peden must give the Region 16 ESC and/or the State of Texas, as well as any person designated by the Region 16 ESC and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Jamie Peden for the services rendered under this Agreement.

10. Certifications.

a. No Israel Boycott. By executing this Agreement, Jamie Peden verifies that Jamie Peden does not boycott Israel or any Israeli-controlled territory, and will not boycott

Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Jamie Peden is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Region 16 ESC is \$100,000 or more, Jamie Peden represents and warrants to the Region 16 ESC that Jamie Peden does not boycott Israel and will not boycott Israel during the term of this Agreement.

b. Companies Engaged In Business With Iran, Sudan, Or A Foreign Terrorist Organization. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Region 16 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, Jamie Peden certifies to Region 16 ESC that it is not a listed company under any of those Texas Government Code provisions. Jamie Peden hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading Region 16 ESC to believe that Jamie Peden was a listed company at the time of this procurement.

c. No Energy Company Boycott. By executing this Agreement, Jamie Peden verifies that it does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement. Pursuant to Texas Government Code Chapter 2274, as enacted in SB 13 of the 87th Legislature, if Jamie Peden is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Region 16 ESC is \$100,000 or more, Jamie Peden represents and warrants to the Region 16 ESC that Jamie Peden does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

d. Non-Discrimination Against Firearm Industry. By executing this Agreement, Jamie Peden verifies that it does not discriminate against firearm entities or firearm trade associations, and it will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. Pursuant to Texas Government Code Chapter 2274, as enacted in SB 19 of the 87th Legislature, if Jamie Peden is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned



subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Region 16 ESC is \$100,000 or more, Jamie Peden represents and warrants to Region 16 ESC that Jamie Peden does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

e. Not an Abortion Provider. By executing this Agreement, Jamie Peden verifies that it is not an abortion provider or affiliated with an abortion provider.

f. Certification Regarding Employment Assistance Prohibited (CJ (LEGAL)/20 U.S.C. 7926). In the event federal funds are used to compensate Jamie Peden herein, Jamie Peden hereby certifies and agrees that it shall not assist an employee, Jamie Peden or agent of Region 16 ESC in obtaining a new job if Jamie Peden knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

g. Preservation and Disclosure of Contract Information. By entering into this Agreement, pursuant to Texas Government Code 552, Subchapter J, Jamie Peden agrees to be bound by the following terms if the Agreement has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the Region 16 ESC or if the Agreement results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the Region 16 ESC in a fiscal year of the Region 16 ESC. If the Region 16 ESC receives a written request for public information related to this Agreement that is in the possession or custody of Jamie Peden and not in the possession or custody of the Region 16 ESC, the Region 16 ESC shall send, not later than the third business day after the date the Region 16 ESC receives the written request, a written request to Jamie Peden that Jamie Peden provide that information to the Region 16 ESC.

i. Jamie Peden must:

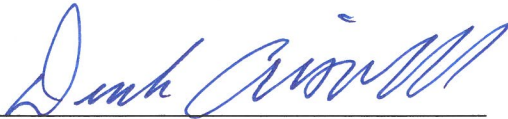
1. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Region 16 ESC for the duration of the Agreement;
2. Promptly, within four business days, provide to the Region 16 ESC any requested contracting information that is in the custody or possession of Jamie Peden upon request of the Region 16 ESC; and,
3. On completion of the Agreement, either:
  - a. Provide to the Region 16 ESC at no cost all contracting information related to the Agreement that is in the custody or possession of Jamie Peden; or

- b. Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Region 16 ESC.
  - ii. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement, and Jamie Peden agrees that the Agreement can be terminated if Jamie Peden knowingly or intentionally fails to comply with the requirements of that subchapter.
  - iii. Further, under Texas Government Code Chapter 552.372(c), the Region 16 ESC may not accept a bid for or awarding of a contract to an entity that the Region 16 ESC has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the Region 16 ESC determines and documents that the entity has taken adequate steps to ensure future compliance.
  - iv. If Jamie Peden fails to provide to the Region 16 ESC the requested information, Texas Government Code § 552.373 requires the Region 16 ESC to notify Jamie Peden in writing of the failure and allow 10 business days to cure the violation. Region 16 ESC may terminate the Agreement if Jamie Peden fails to remedy the failure, the Region 16 ESC determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.
11. No Waiver by Delay. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.
12. Amendments. This Agreement may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

The individuals signing below are authorized to do so by the respective Parties to this Agreement.

FOR AND ON BEHALF OF REGION 16 ESC



Authorized Signature

Chief Financial Officer

Title

06.18.2025

Date

Derek Criswell

Region 16 ESC Contact

CFO

Title of Contact

5800 Bell Street

Street Address

Amarillo, TX 79109

City, State Zip

806.677.5050

Contact's Telephone Number

[derek.criswell@esc16.net](mailto:derek.criswell@esc16.net)

Contact's Email Address

FOR AND ON BEHALF OF JAMIE PEDEN

Authorized Signature

Title

Date

Contact

Title of Contact

Street Address

City, State, Zip

Contact's Telephone Number

Contact's Email Address





Purchase Order Number
8622500246

PO Request Number: 19199

Due Date : 06/10/2025

Ship Date : 06/10/2025

Fiscal Year : 2024-2025

**VENDOR:** 093147  
PEDEN, JAMIE  
3512 ALYSHEBA WAY  
CELINA, TX 75009

**DELIVER TO:**  
REGION 16 ESC  
5800 BELL  
AMARILLO, TX 79109

**INVOICED TO:**  
Region 16 Accounts Payable  
5800 BELL  
AMARILLO, TX 79109

Phone Number:

806-677-5000  
purchasing@esc16.net

806-677-5000  
accountspayable@esc16.net

**Purchase Order Description:** JAMIE PEDEN WORKING WITH TCSS

Quantity	Unit	Description	Unit Cost	Amount
1.00000		WILL DESIGN & DELIVER TRAINING, DEVELOP TRAINING MATERIALS AND PROVIDE RESOURCES TO TCSS	10,000.	10,000.00
289 E 62 6299 00 862 4 99 2 00 (100.00%)				
			<b>Total:</b>	<b>\$10,000.00</b>

Approved by: