

# **SPONSORSHIP AGREEMENT**

## **DATCU & Denton Independent School District**

This Sponsorship Agreement (the "Agreement") is between DATCU, a Texas state-chartered credit union, and Denton Independent School District ("Denton ISD or DISD"), a public-school district in Denton County, Texas (each, a "Party" and collectively, the parties).

DATCU has historically been devoted to growth in the public education of students and support for teachers and school staffs. DATCU, from its inception in 1936 as a Denton Area Teachers' Credit Union, has been a supporter of local school districts and the principles of education. This Agreement represents DATCU continuing devotion to the growth and welfare of the Denton Independent School District (DISD). This Agreement shall supersede all existing sponsorship or donation agreements currently existing between the Parties.

In order to better implement this Agreement, Denton ISD agrees to provide one contact within the Denton ISD to serve as the primary contact for DATCU who will act as liaison between DATCU, Denton ISD Athletics, the Denton Public School Foundation, Denton ISD booster clubs and PTAs. The Denton ISD and DATCU representatives will meet every 2 years to review program details.

The term of this Agreement shall extend the original Agreement through the 2032-2033 school year. For purposes of this Agreement, the term "exclusive financial sponsor" shall mean financial entities engaged in providing services which compete with DATCU, such that financial institutions that provide services not in competition with DATCU shall be excluded from the term. This Agreement may be amended by mutual agreement of the Parties at any time during the term of this Agreement.

NOW THEREFORE DATCU AND DISD do hereby agree as follows:

1. DATCU agrees to donate One Million, Five Hundred Thousand Dollars and no/100 (\$1,500,000.00) to the DISD to be the official financial institution sponsor of Denton ISD. In consideration for this donation, and except as otherwise stipulated herein, the Parties agree as follows:
  - a. Exclusive financial institution sponsor:
    - (I) DATCU will be the official exclusive financial institution sponsor for Denton ISD, and will have the right of first refusal to be the financial institution sponsor for Denton ISD activities and events.
    - (II) DATCU will be the primary resource and have first opportunity to provide for any district approved third party financial literacy instruction and resources for Denton ISD, so long as all materials meet Texas State Board of Education (SBOE) and Texas Education Agency (TEA) requirements.
    - (III) DATCU will be the official exclusive financial institution sponsor for Denton ISD new hire orientations.
    - (IV) DATCU will be the exclusive financial institution sponsor for all Denton ISD band trailers
    - (V) DATCU shall be the exclusive financial institution sponsor for all static signs within Denton ISD at Denton ISD events.

- (VI) Denton ISD will use its social media plan which highlights and recognizes DATCU's sponsorship on all Denton ISD social media platforms, as the official exclusive financial institution sponsor for Denton ISD.
- (VII) Denton ISD shall provide DATCU the opportunity to become a sponsor of Board spotlights shown at Denton ISD board meetings.
- (VIII) DATCU shall be the exclusive financial institution sponsor for Denton ISD service pins.
- (IX) DATCU shall be the exclusive financial institution sponsor for District-wide convocations.
- (X) DATCU shall be the primary and exclusive financial institution for "Adopt-A-School".
- (XI) DATCU shall be the exclusive financial institution sponsor for any volunteer appreciation events hosted by Denton ISD.
- (XII) DATCU shall be recognized as a major sponsor during DISD produced events.

b. Right of First Refusal and Exclusive Financial Institution for:

- (I) In the event Denton ISD seeks sponsorship for the Denton ISD website, DATCU will be the first page sponsor on the Denton ISD website.
- (II) In the event Denton ISD seeks sponsorship for internal District-wide newsletters such as "The Deal", DATCU shall have the right of first refusal to be sponsor for such internal District-wide newsletters.
- (III) In the event Denton ISD seeks sponsorship for Denton ISD name badges, DATCU shall have the right of first refusal to be sponsor for any Denton ISD name badges, including staff and student ID badges, and to affix their logo onto same.
- (IV) In the event Denton ISD seeks sponsorships for high school graduations, DATCU shall have the right of first refusal to become sponsor such events.
- (V) In the event Denton ISD seeks sponsors for college/career activities, DATCU shall have the right of first refusal to be the primary financial sponsor for any Denton ISD college and/or career days or nights.
- (VI) In the event Denton ISD seeks sponsors for online activities directly, DATCU shall have the opportunity to become a sponsor of any online activities whenever possible.

2. In addition to the terms listed above the Parties extend the Agreement for the sponsorship of the video score board at the C.H. Collins athletic complex and agree as follows:

- a. DATCU shall continue to have the exclusive financial institution right to have their name, and if desired their logo, affixed to the facade of the video score boards which shall always be visible and legible; however other financial institutions will be allowed to have advertising broadcasts of such length and rotations schedule on the video score board
- b. DATCU shall continue to have the exclusive financial institution right to have their name, and if desired their logo, affixed to the facade of Bill Carrico Athletic Complex,

all main campus gymnasiums, all competitions baseball fields, competition softball fields. and competition football fields.

- c. DATCU will continue to have the exclusive financial institution right to display their name at any and all other DISD educational facilities during DISD sanctioned or sponsored sports, fine arts, and community events.
- d. DATCU will receive a full-page advertisement in each high school programs for each of these respective high schools home athletic games.

2. DISD agrees that, regarding the video score board at C.H. Collins purchased for the 2018- 2019 school year:

- a. Denton ISD will continue its agreement with the Denton Public Schools Foundation (Foundation) for the purpose of granting to the Foundation the duty of management leadership, and marketing for video advertisements broadcasted by the video score board; and such Agreement shall:
  - 1. provide for the creation of a committee to regulate the length, rotation schedule, and content of video advertisements broadcast by the video score board.
  - 11. The committee will be composed of representatives from DATCU, DISD, and the Foundation.
  - 111. The agreement will bestow upon the Foundation all revenue generated from the marketing of advertisements, save and except and subject to the following:
    - (1) DATCU will not be charged for the display of any video advertisement.
    - (2) DATCU will be the sole and exclusive financial institution to have its name, and logo if desired, to be displayed at all times on the video score board; however, other financial institutions will be allowed to have advertising broadcasts of such length and rotation schedule on the video score board as determined by the Committee.
    - (3) DISD Booster Clubs will receive a portion of the generated revenue equal to the costs of one full page advertisement in the program for each home game.
    - (4) DISD shall be entitled to receive/retain twenty percent (20%) of the gross revenue each school year for the purpose of insuring, maintaining, and repairing the video score board and all other score boards throughout DISD.
    - (5) The Foundation shall note DATCU on all educational scholarships and grants resulting from revenue generated by the marketing of video score board advertising.
    - (6) The agreement shall provide that videos may be produced by DATCU.

DISD, the Foundation, or by a third party; however, the advertising entity shall be responsible for the costs of production of such video; and, videos produced by DISD students will have priority rights to scheduling.

(7) The Foundation, each year of the Agreement, will provide to DISD and DATCU a copy of all of its records relating to its management of the video scoreboard.

b. DISD shall be the owner of the video score board and shall have the duty and responsibility to:

1. To furnish all maintenance, repair, parts, and supplies to keep the video scoreboard in operable status;
2. Provide Insurance coverage for the video scoreboard:

3. The Parties understand and agree that certain events shall make it impossible for DATCU to be the sole financial sponsor, particularly in events which outside media companies broadcast Denton ISD events.

The foregoing Donation Agreement Between Denton Area Teachers Credit Union and the Denton Independent School District was offered for approval on motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, and after discussion was adopted by the board of Trustees of the Denton Independent School District at a regularly scheduled meeting called, posted, and held in Denton. Denton county, Texas, on July \_\_\_\_\_, 2023, at which \_\_\_\_\_ Trustees were present, by the following vote: \_\_\_\_\_ For, \_\_\_\_\_ Against, and \_\_\_\_\_ Abstaining.

DENTON INDEPENDENT SCHOOL DISTRICT

ATTEST:

\_\_\_\_\_  
President  
Board of Trustees

\_\_\_\_\_  
Secretary  
Board of Trustees

DATCU:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date