

**MEMORANDUM OF UNDERSTANDING
FOR A MEDICAL CENTER-BASED EDUCATION PROGRAM
2025-2026**

This Memorandum of Understanding ("MOU") for a Medical Center-Based Education Program is entered into by and between the Temple Independent School District ("TISD") and Baylor Scott & White Health, for and on behalf of its affiliate, Scott & White Memorial Hospital d/b/a Baylor Scott & White McLane Children's Medical Center ("MCMC").

WHEREAS, MCMC provides medical and health care to school-aged children in the medical center and under other circumstances which preclude their regular attendance at a traditional public, private or borne school campus; and

WHEREAS, TISD has an obligation to provide appropriate educational opportunities to such children in the setting(s) determined by their needs.

NOW, THEREFORE, in consideration of the mutual agreements, subject to the terms and conditions, and in reliance on the premises each contained herein, the parties agree as follows:

I. Medical Center-Based Education Program In General

A. As more specifically described below, the parties agree to cooperate in order that the following school-aged children, who are enrolled in TISD, who are eligible for enrollment in TISD and whose parent/guardian elects to enroll him/her in TISD, and children TISD is otherwise legally-obligated to serve (each a "Patient-Student"), may receive free public education in the setting(s) determined by their needs, in compliance with federal and state law and regulations regarding all students and, as applicable, to special education students:

1. children hospitalized as inpatients of MCMC;
2. children receiving daily or near-daily services as outpatients of MCMC which preclude or substantially impair their regular attendance at a traditional public school campus (for example, but not limited to, children receiving oncology infusions three (3) or more times per week);
3. school-aged parent(s) with children in the MCMC; and
4. children residing in the Ronald McDonald House in Temple, Texas, the MCMC Clinic, the Scott & White Clinic, or the Dialysis Center for an extended period of time (including, but not limited to, children who require ongoing care at MCMC but for whom residing at their permanent address would preclude or substantially impair the delivery of such care.)

B. The specific and primary purposes of the program established by this MOU ("Medical Center-Based Education Program" or "the Program") include, but are not limited to, the following:

1. To perpetuate, insofar as possible, the academic program of each Patient-Student registered/enrolled in a public school before his/her hospitalization or other qualification as a Patient-Student;
2. To facilitate the exchange between the parties of information regarding the academic strengths and deficits and classroom behaviors of each Patient-Student.
3. To facilitate the appropriate academic placement of each Patient-Student upon his/her discharge from the medical center or other circumstance qualifying him/her as a Patient-Student.

C. The medical and health needs of each Patient-Student while in the Medical Center-Based Education Program shall be the responsibility of MCMC.

D. Educational programming and implementation for each Patient-Student while in the Medical Center-Based Education Program shall be the responsibility of TISD. TISD shall comply with federal and state laws and regulations regarding all students. Within this context, such educational programming and implementation will, to the extent possible, reflect and integrate with the overall medical and health treatment program of the Patient-Student as determined by MCMC.

E. The number of TISD personnel, including teachers and teacher assistants, for the Medical Center-Based Education Program ("Program Personnel") shall be determined by TISD with input from MCMC and in accordance with policies of the TISD Board of Trustees and Department of Special Education, as approved by the Texas Education Agency (TEA). TISD shall retain all hiring and termination authority regarding Program Personnel, and shall determine the job assignments and duties of each employee. The number of Program Personnel shall be commensurate with the needs, including but not limited to the student: teacher ratio determined by average daily attendance, of the Medical Center-Based Education Program and Patients-Students as determined by projected and actual enrollment. TISD may decrease or increase the number of Program Personnel as may be necessary but shall give reasonable advance notice to and consider input from MCMC before doing so. TISD, with input from MCMC, shall submit annually to the TISD PEIMS (Public Education Information Management System) Coordinator a statement of Program Personnel needed for the ensuing year.

F. The Medical Center-Based Education Program shall follow the TISD academic calendar, including any in-service training days or holidays. The specific schedule of educational activities associated with the Medical Center-Based Education Program ("Classes") for each Patient-Student shall be established, and modified as necessary, by mutual agreement of the TISD Liaison and the MCMC Liaison as described below.

G. MCMC shall designate its liaison to facilitate the Medical Center-Based Education Program ("Liaison"). MCMC may replace its Liaison at any time with written notice delivered to TISD.

MCMC shall communicate all program matters through the Liaison to the TISD designated Liaison.

H. TISD shall designate a Liaison for the Medical Center-Based Education Program. All communication regarding matters material to the Medical Center-Based Education Program should be made between the TISD Liaison and the MCMC Liaison. TISD may replace its Liaison at any time with written notice to MCMC.

II. Facilities for Medical Center-Based Education Program

A. Classes will be conducted in the Patient-Student's room or other medical center location.

B. MCMC shall provide on its premises suitable office space for the Program Personnel, including basic office furniture, for use solely in conducting the Medical Center-Based Education Program. The parties agree that this is a non-exclusive license from MCMC to TISD for TISD's use of such space, and furniture, subject to MCMC's access rights for safety inspection, emergency response, and for any other reasonably necessary purpose. MCMC shall ensure, to the extent possible, that such access does not interfere with the education of Patient-Students.

C. MCMC shall create and maintain a Daily Census of school-aged children (5-21) admitted to MCMC. After MCMC obtains the patients' HIPAA authorization, MCMC shall provide Program Personnel a paper copy of the Daily Census.

III. Other Obligations of TISD

In addition to the obligations of TISD described elsewhere in this MOU, TISD shall do the following in connection with the Medical Center-Based Education Program.

A. TISD shall provide the Program Personnel, curriculum, instructional materials and equipment, and teaching aids and supplies.

B. TISD, with the assistance of MCMC, shall provide information to the parent or guardian of each Patient-Student regarding the Medical Center-Based Education Program, which information shall, among other things, describe the parent's or guardian's responsibility to provide certain required forms and documents for registration with TISD and/or enrollment in the Medical Center-Based Education Program.

C. For each Patient-Student whose parent or guardian elects to enroll him/her in the Medical Center-Based Education Program, TISD, with the assistance of MCMC, shall facilitate the timely collection from the parent or guardian of the forms and documents necessary for registration with TISD ("Registration Packet"). Such documents may include, but are not limited to, the following with respect to the Patient-Student: registration questionnaire; home language survey; federal ethnicity and race data questionnaire; parent statement for food allergies; student residency questionnaire; and state mandated enrollment verification (requires copy of parent's

identification).

D. TISD shall determine whether any Patient-Student qualifies for special education services under the Individuals with Disabilities Education Act (IDEA) and, if so and as necessary, establish his/her Individualized Education Plan (IEP) and coordinate and facilitate admission, review, and dismissal ARD) committee meetings for him/her.

E. TISD shall make and maintain all required academic and administrative records with assistance from MCMC.

F. TISD shall orient the following persons to the requirements of the Family Educational Rights and Privacy Act of 1974 ("FERPA") as it pertains to the Program Records, the Medical Center-Based Education Program, and this MOU: (i) the MCMC Liaison; (ii) MCMC's Child Life Specialists; and (iii) other MCMC employees likely to come into contact with the Program Records as listed and delivered in writing by MCMC. TISD and MCMC shall be subject to the requirements of FERPA regarding the use and re-disclosure of personally identifiable information from education records.

G. TISD shall provide a TISD Liaison to do the following in connection with the Medical Center-Based Education Program:

1. Serve as the TISD liaison;
2. Program planning and development;
3. Interpret, implement, and ensure compliance with TISD and TEA policies and procedures, including but not limited to those regarding making and maintaining records;
4. Provide instructional leadership for Program Personnel, receive and consider input from MCMC about the Program Personnel, and serve as the primary evaluator for Program Personnel;
5. Collect and compile data to meet local, state, and federal eligibility and recordkeeping requirements;
6. Review Registration Packets for accuracy and completeness;
7. Serve as a local education agency (LEA) representative in the ARD committee meetings for any Patient-Student receiving special education services under the IDEA; 504 Meetings;
8. Ensure compliance with other relevant federal and state laws and regulations, including but not limited to the IDEA, as they may be amended and interpreted from time to time; and

9. Designate and/or assign the aforementioned duties to specific person(s) as appropriate.

H. TISD shall act as fiscal agent, shall make all necessary or prudent applications with or reports to the TEA or other sources of funding, and shall keep complete and accurate financial records. At MCMC's request, TISD shall make such financial records available to MCMC for its review.

I. TISD, especially through but not limited to the TISD Liaison and Program Personnel, shall support the Medical Center-Based Education Program as an integral part of the medical, health, education, and overall wellness programs for each Patient-Student.

J. TISD agrees to maintain the confidentiality of Protected Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act (HIPAA).

K. TISD represents and warrants that as of the date of this MOU, TISD and all Program Personnel have not: (i) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or (ii) been convicted of any crime relating to any federal and/or state program. TISD further agrees to immediately notify MCMC in writing in the event TISD or any Program Personnel is listed by a federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs or if TISD or any Program Personnel is convicted of any crime relating to any such program.

L. TISD shall maintain general liability insurance in an amount not less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate, in such form and by an insurance company as are acceptable to MCMC covering TISD's liability under this MOU. TISD shall furnish written confirmation of this insurance coverage to MCMC upon request. TISD shall provide MCMC written notice of cancellation of any such policy at least thirty (30) days in advance of the cancellation.

IV. Other Obligations of MCMC

In addition to the obligations of MCMC described elsewhere in this MOU, MCMC shall do the following in connection with the Medical Center-Based Education Program.

A. After MCMC obtains the patients' HIPAA authorization, MCMC shall provide Program Personnel with a daily report showing the name, age, medical center room number or other treatment location, attending physician, admission date, length of stay, primary language, and home residence (city) for each Patient-Student for TISD's use in identifying Patients-Students and contacting their parents or guardians about the Medical Center-Based Education Program;

B. MCMC shall assist Program Personnel in providing information to the parent or guardian of each Patient-Student regarding the Medical Center-Based Education Program. MCMC shall present for the parent's or guardian's consideration an Education Referral (in a form as provided by TISD) and a properly executed BSWH Release of Information form which, once executed by

the parent or guardian, would authorize MCMC to release to TISD certain medical and health information about the Patient-Student and without which MCMC may only share with TISD limited information about the Patient-Student. This form also refers the student/family to the TISD Medical Center-Based Education Program. MCMC shall return the Education Referral to Program Personnel within 24 hours of the Patient-Student being included in the Daily Census.

C. MCMC with assistance from TISD Program Personnel will provide education that is required by laws applicable to MCMC or necessary in order that TISD Program Personnel are equipped to comply with all local, federal, and state law applicable to their role within the Program and presence on MCMC property. This includes, but is not limited to, orienting Program Personnel to MCMC's physical facilities, providing training on MCMC's rules, regulations, policies, procedures, and standards as applicable to the Program Personnel (including but not limited to, annual HIPAA training and evidence of completion of such training) and the Medical Center-Based Education Program, and providing all necessary equipment, materials, and information (passwords, codes, contact information, etc.).

TISD may terminate this Agreement if MCMC fails to provide the education in this section (IVC). MCMC may provide, and require TISD to use, specific materials and/or methodologies, insofar as such materials and methodologies are appropriate and reasonable, to inform Program Personnel about MCMC's rules, regulations, policies, procedures, and standards as applicable to the Program Personnel and the Medical Center-Based Education Program.

D. At TISD's request, MCMC shall designate an appropriate representative (usually not any direct medical service provider) to serve on the ARD committee for a Patient-Student receiving special education services under the IDEA.

E. MCMC shall educate its staff about the purposes and importance of the Medical Center-Based Education Program and shall support the Medical Center-Based Education Program as an integral part of the medical, health, education, and overall wellness programs for each Patient-Student.

V. Personnel Considerations

A. The Program Personnel shall:

1. Be certified in accordance with current TEA requirements for the positions to which such Program Personnel are assigned;
2. Make and maintain appropriate records as required by TISD;
3. Assign and distribute grades in accordance with TEA and TISD policies and procedures, including withdrawal grades upon discharge of the Patient-Student from the medical center or cessation of the other circumstance qualifying him/her as a

Patient-Student; and

4. Be available, in good faith, to discuss with MCMC and resolve issues involving the Medical Center-Based Education Program in general or any Patient-Student in particular and to set and respect priorities for addressing such issues.

B. Program Personnel shall be subject to all personnel policies of TISD as well as to applicable policies of MCMC, especially but not limited to those regarding patient rights, immunizations, infection control, proprietary information, information systems, and cellular telephones and similar personal electronic or digital devices. Any conflict between such policies of TISD and MCMC shall be brought to the attention of the TISD Liaison and MCMC Liaison and resolved by mutual agreement of the parties' authorized representatives.

C. The TISD Liaison shall actively supervise and appraise Program Personnel. The TISD Liaison shall take all reasonable steps to ensure that Program Personnel adhere to the schedule for Classes and other responsibilities assigned by TISD.

D. MCMC may immediately remove from its premises any Program Personnel who poses an immediate threat or danger to MCMC's patients or personnel health or safety. MCMC shall notify the TISD Liaison of the legitimate reason for its action. If TISD is unsatisfied with the action of MCMC, TISD shall be granted a meeting with the MCMC Liaison and the opportunity to discuss the decision within MCMC in a manner congruent to TISD Board Policy GF (LOCAL) and MCMC policies and procedures including federal regulations.

E. MCMC may request that TISD withdraw any Program Personnel from the Medical Center-Based Education Program when his/her behavior is disruptive or detrimental to MCMC's patients or operations. MCMC shall notify the TISD Liaison of the legitimate reason for its request. If MCMC is unsatisfied with TISD's resulting action, MCMC shall be granted a meeting with the TISD Liaison and the opportunity to appeal the decision through TISD Board Policy GF (LOCAL).

VI. Financial Considerations

A. TISD shall serve as the fiscal agent for the Medical Center-Based Education Program and shall receive funding from or through TEA and other sources allocable to the Medical Center-Based Education Program ("Outside Funding"). Without limiting the generality of the foregoing, the parties understand that (i) such Outside Funding will be determined, at least in part, by the student average daily attendance in both the Medical Center Based Education Program and at TISD's traditional campuses during the month designated by TISD as the accounting period and (ii) such Outside Funding may be allocable to either direct costs for Program Personnel, such as salaries and benefits, ("Personnel Costs") or other costs, such as textbooks, instructional materials and equipment, teaching aids and supplies, and in-service

opportunities, ("Non-Personnel Costs") in connection with the Medical Center-Based Education Program.

B. TISD shall be responsible for any difference between Outside Funding received for Non-Personnel Costs and Non-Personnel Costs actually incurred in connection with the Medical Center-Based Education Program. Such responsibility of TISD may extend to Non-Personnel Costs actually incurred for materials normally provided by the public school system up to, but not including, that which would otherwise be provided by the parent or guardian of the Patient Student.

C. TISD shall be responsible for the compensation of Program Personnel. MCMC shall contribute 50% of Program Personnel salaries and benefits not to exceed \$20,000 per year. TISD will send an anticipated costs notice on September 1 each year with a final invoice being sent June 1 to be paid within 30 days.

VII. Records

A. TISD shall make and maintain records in connection with the Medical Center-Based Education Program, including but not limited to those required by TEA or TISD and those related to enrollment and attendance in the Medical Center-Based Education Program, Program Personnel, and Patient-Student performance ("Program Records"). MCMC may assist in making Program Records. The parties understand and agree that all right, title, and interest in and to the Program Records shall at all times be and remain with TISD notwithstanding that some or all of the Program Records may be stored on MCMC premises.

B. The Parties shall fully cooperate in providing necessary information for each Party to comply with local, state, and federal reporting requirements or audits, including annual audits required by the Texas Education Agency.

C. For purposes of this MOU and pursuant to the FERPA, TISD hereby designates the relevant staff of MCMC as school officials with a legitimate educational interest in the education records of the Patient-Students who participate in the Medical Center-Based Education Program to the extent that access to the records is required by MCMC. MCMC agrees to maintain the confidentiality of such educational records in accordance with the provisions of the FERPA and the orientation provided by TISD. If either party terminates this MOU, both parties agree to continue to abide by the requirements of FERPA.

VIII. Term and Termination

A. This MOU shall be effective on August 1, 2025, notwithstanding that it may be finally executed and delivered by the parties after said date, and shall continue for a period of one (1) year. Thereafter, this MOU shall be reviewed each year by MCMC and TISD and any renewal shall be by written agreement of the parties. Both parties have the right to propose and negotiate amendments before July 1 of each year.

B. Either party may terminate this MOU for any reason, effective on the next August 1, by notice given to the other party no later than February 1 prior to such August 1.

C. MCMC may terminate this MOU at any time upon at least ten (10) days' prior written notice to TISD in the event MCMC determines, in its sole discretion, that this MOU or any action or omission by TISO materially adversely affects MCMC's or any affiliate's (i) medical center licensure; (ii) tax-exempt status; (iii) compliance with the conditions of participation for Medicare, Medicaid, or any similar state or federal programs; (iv) compliance with standards of The Joint Commission or any similar accrediting body; or (v) compliance with any applicable law or regulation.

D. If MCMC terminates this MOU for any reason, MCMC agrees to cooperate with TISD and TEA officials to ensure students receive legally required educational services. This provision shall survive termination of this MOU.

IX. Other Terms and Conditions

A. Any notice required by this MOU shall be (i) provided to the parties' contact persons and addresses listed below; (ii) provided via hand-delivery, certified mail with return receipt requested, or reputable overnight delivery carrier; and (iii) deemed given upon hand-delivery, three (3) days after deposit with the United States postal service, or one (1) day after deposit with a reputable overnight delivery carrier:

TISD:

Attn: Superintendent
401 Santa Fe Way
Temple, TX 76501

MCMC:

Attn: President
MS-CH-1106
1901 SW HK Dodgen Loop
Temple, TX 76502

With a copy to:

BSWH Legal Department
301 North Washington Avenue
Dallas, TX 75246

B. This MOU shall be construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for any dispute arising out of this MOU shall be in the state courts of Bell

County, Texas.

C. If any of the terms and provisions of this MOU is found to be unenforceable, the remaining terms and provisions of this MOU shall remain valid and enforceable, and this MOU shall be construed as though the unenforceable term or provision were never included.

D. The parties must first attempt to resolve any dispute concerning interpretation or implementation of this MOU at the staff level by meeting between the MCM Liaison and the TISD Liaison. Next, the parties must negotiate in good faith between the TISD Superintendent and the MCMC President. If MCMC is not satisfied with the results of such negotiations, MCMC shall next appeal in accordance with TISD Policy GF (LOCAL).

E. Nothing in this MOU shall be construed to waive, modify or amend any legal defense or action available to TISD or MCMC or any of its past or present trustees, directors, officers, agents, or employees, including but not limited to governmental immunity from suit as provided by law.

F. The parties to this MOU are independent contractors. Neither party will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party except as specified in this MOU.

G. The terms and conditions set forth in this MOU constitute the entire agreement with respect to the subject matter hereof and may not be amended except by a written document signed by authorized representatives of TISD and MCMC.

TISD:

TEMPLE INDEPENDENT SCHOOL DISTRICT

Name: _____

Title: _____

Signature: _____

Date: _____

MCMC:

**Scott & White Memorial Hospital d/b/a BAYLOR SCOTT & WHITE MCLANE
CHILDREN'S MEDICAL CENTER**

Name: DELL INGRAM-WALKER

Title: PRESIDENT

Signature: 

Date: 9/21/2025