

MEMORANDUM OF UNDERSTANDING
TEMPLE INDEPENDENT SCHOOL DISTRICT
AND
TEMPLE EDUCATION FOUNDATION

This Memorandum of Understanding ("MOU") is entered into as of the 22nd day of August 2025 (the "Effective Date") between the Temple Independent School District ("TISD"), a Texas independent school district located at 401 Santa Fe Way, Temple, TX 76501 and Temple Education Foundation ("TEF"), a nonprofit 501(c)(3) organization located at 401 Santa Fe Way, Temple, TX 76501

WHEREAS, the parties have agreed to enter into a collaborative agreement where students and staff would benefit from the support of grant and scholarship opportunities;

WHEREAS, Temple Independent School District (TISD) and Temple Education Foundation (TEF) jointly recognized these opportunities as a public purpose and mutually beneficial.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TISD and TEF, intending to be legally bound, agree as follows:

1. Scope of Services. TISD and TEF agree to collaborate to develop plans and events that support the mission and goals of TISD. All activities will meet the terms of this agreement as outlined below in the Support and Services section of this MOU. TISD and TEF will work regularly to maintain the integrity and evaluate the effectiveness of this MOU.

2. Term. The initial term of the MOU shall begin on August 22, 2025. Thereafter, TEF will renew this MOU annually by delivering written notice to TISD no later than August 12 of every subsequent year. The 2025-2026 term expires August 22, 2026, and any renewal term(s) are collectively referred to in this MOU as "Term". Either party may terminate this MOU, without cause, upon at least thirty (30) calendar days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.

3. Support and Services. TISD and TEF agree to the following conditions:

A. TEF agrees to the following:

- i. Supporting the mission and goals of TISD at all times;
- ii. To share data and provide feedback regarding student scholarships and teacher grants;
- iii. To reimburse TISD for purchase of supplies and copies made through TISD resources;

- iv. Only utilizing TISD staff or resources with the full consent of the Superintendent of TISD;
- v. TEF is a nonprofit corporation organized in Texas for educational and charitable purposes exclusively for the benefit of TISD;
- vi. TEF agrees that, during the term of this Memorandum of Understanding, TEF will use its best efforts to solicit, collect, invest, and administer funds for TEF, which shall be used to enrich the educational environment of TISD.
- vii. TEF agrees that, in each of TEF's fiscal years, TEF shall contribute more to TISD than the value of TISD's contribution to TEF. If that ceases to be true, TISD funding may, in its Board's discretion, either cease or be decreased for the coming fiscal year. TEF agrees that all TISD contributions shall be used to support the public purposes of TISD. For purposes of this Agreement, amounts contributed to TISD in any fiscal year may include grants to teachers, teacher fellowships, awards of excellence, program scholarships and scholarships to graduating seniors and all payments to TEF endowment funds made in that fiscal year, but shall not include monies deposited into retained earnings until those retained earnings are spent for the benefit of TISD through a teacher grant, teacher fellowship, award of excellence, program scholarship, scholarship to graduating senior or an endowment fund payment.
- viii. TEF agrees that it will require its employees, personnel, members, officials, representatives, agents and volunteers to follow all policies and procedures of TISD when representing in any capacity TEF, and in all matters related to TISD.
- ix. TEF agrees that it will continue to recognize TISD as the sole beneficiary of its solicitation program.

B. TISD agrees to provide the following to TEF, provided that the public purposes continue to be met and the controls continue to be implemented, and subject to TISD's continuing right to refuse to appropriate the necessary funds in any budget year. All TISD contribution amounts shall be within the sole discretion of the TISD Board of Trustees, which contribution shall be monitored by the TISD Board and recorded in TISD accounting records as TISD resources provided to TEF in return for TEF's contributions to TISD that shall serve TISD's public purposes including:

- i. To provide use of a copier and incidental supplies for TEF activities;
- ii. To assist in social media coordination as available and agreed upon by the Superintendent of TISD;
- iii. To maintain positions on the TEF board commensurate with the TEF bylaws;
- iv. To assist with bookkeeping;
- v. To provide facilities for TEF board meetings, office work and activities
- vi. The community's legitimate expectation is that TISD supports TEF through TEF's limited use of facilities, equipment and personnel.

C. Employees of TISD who are working in coordination with or in cooperative support of TEF shall not be entitled to receive supplemental compensation directly from TEF; however, TEF may donate to TISD funds intended to offset the costs of contractual payments to TISD

employees who are working in coordination with or in cooperative support of TEF, including donations based on employee achievement of, and contractual payments for, agreed and predetermined performance objectives for services yet to be rendered under the express written terms of a TISD employee contract. The parties to this Agreement understand and acknowledge that TISD is prohibited by law, and therefore cannot agree under any provision of the Memorandum, to compensate any of TISD's employees in a manner that violates Article III, Section 53 of the Texas Constitution (or any other applicable laws of the State of Texas), including the prohibition against gifts of bonus, non-contractual payments to employees for services already rendered. The parties to this Agreement understand, acknowledge and agree that the terms of employment and contracts between TISD and its employees, including the amount of compensation and payment, are within the sole authority and absolute and final discretion of TISD and its Board of Trustees, and nothing in this Memorandum shall limit or impair that authority and discretion. Further, nothing in this Memorandum shall create rights or remedies for any entities or persons other than TISD and TEF.

4. Controls: TISD and TEF agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:

A. TEF Executive Director (if any) who are assigned duties to further the public purposes set forth in this Memorandum of Understanding shall be employees of TEF, under the direct supervision and control of the TEF Executive Board or assigned designee. TEF may consult with the Superintendent or assigned designee regarding the job performance of TEF Executive Director and support personnel.

B. TEF shall abide by all policies and procedures of TISD related to facility and equipment use, personnel, public information, and all other applicable policies.

C. TEF shall ensure that, during each fiscal year of its existence, it provides to TISD more revenue than TISD provides to it, pursuant to this or any agreement, or District funding may, in TISD's discretion, either cease or be decreased for the coming fiscal year. For the purposes of this Agreement, amounts contributed to TISD in any fiscal year may include grants to teachers, teacher fellowships, awards of excellence, program scholarships, scholarships to graduating seniors, and all payments to endowment funds made in that fiscal year, but shall not include monies deposited in retained earnings until those retained earnings are spent for the benefit of TISD through a teacher grant, teacher fellowship, award of excellence, program scholarship, scholarship to graduating senior, or an endowment fund payment. Upon TISD's request, TEF agrees to provide TISD immediate access to and the right to copy or otherwise reproduce, all documents or records of any format concerning, involving or related to TEF's finances, and to permit and cooperate with at any time an audit by TISD or an auditing firm retained by TISD.

D. TEF shall provide an IRS Form 990 annually to TISD, which shall reflect TISD's contributions to TEF and which shall be reviewed against TISD's accounting records to ensure accuracy.

E. TISD shall determine each year, at the time of development of TISD's budget, whether adequate consideration has been received from TEF in the previous fiscal year and will likely be received in the following fiscal year, to assist the TISD Board in determining the amount of District funding to budget for support of TEF for the coming fiscal year. Funds

budgeted by TISD shall be subject to and limited by any applicable laws of the State of Texas, TISD's policies and procedures, and any Board actions related to TEF.

F. TEF understands that, as a result of TISD's investment in TEF, the documents of TEF are subject to the Texas Public Information Act, absent any specific exemption, and TEF agrees to abide by the Texas Public Information Act.

5. Liability. Neither TISD or its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause or action of any person or group arising from (a) the use of district property and/or equipment by TEF and TEF's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) non-compliance with this MOU, or (c) any act, omission, or negligence of TEF, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, TISD MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, TISD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, AND DELAYS, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCES SHALL TISD BE LIABLE FOR EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS REVENUE, OR GOODWILL DUE TO ANY CAUSE WHATSOEVER, EVEN IF TISD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnity. **TEF AGREES THAT TEF SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TISD AND TISD'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF TEF AND/OR TEF'S PARTICIPANTS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, OR LICENSEES DONE IN CONNECTION WITH THIS MOU.** TEF's obligations under this clause shall survive termination or expiration of this MOU.

7. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:

If to TISD:

Bobby Ott
Superintendent
Temple Independent School District
401 Santa Fe Way
Temple, TX 76501

If to TEF:

Kathy Denton
Executive Director
Temple Education Foundation
401 Santa Fe Way
Temple, TX 76501

Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph.

8. Relationship of the Parties. It is understood and agreed that TEF is a separate legal entity from TISD and TEF is not an employee, or agent of TISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between TISD and either TEF or any employee or agent of TEF.

9. No Waiver of TISD's Immunity. The execution of this MOU and the performance by TISD or any of its obligations hereunder are not, and are not intended to waive or relinquish, and TISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to TISD, its trustees, officers, employees, or agents under federal or Texas laws.

10. No Third Party Beneficiaries. Nothing in this MOU shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.

11. Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Bell County, Texas.

12. Entire Agreement. This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

13. Severability. If any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

14. Interpretation. The parties agree that the normal rules of contract construction that requires that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

15. Changes and Amendments. This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

16. Assignment. Neither this MOU nor any rights, duties, or obligations under it shall be assignable by TEF without the prior written acknowledgement and authorization of TISD. Any attempted assignment by TEF without TISD's prior written consent shall be void.

17. No Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

18. Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not considered in the interpretation of any part hereof.

19. Counterparts. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute but one and the same instrument.

20. This Memorandum of Understanding is a commitment of TISD's current revenue only. Notwithstanding the provisions of paragraph 2, TISD retains the continuing right to terminate this Agreement at the expiration of each budget period during the term of this agreement.

Executed this 8th day of August, 2025.

TEMPLE INDEPENDENT SCHOOL DISTRICT

Bobby Ott, Ed.D.
Superintendent of Temple ISD

TEMPLE EDUCATION FOUNDATION

Kathy Denton
Executive Director