

**MEMORANDUM OF UNDERSTANDING BETWEEN
TEMPLE INDEPENDENT SCHOOL DISTRICT,
BAYLOR COLLEGE OF MEDICINE, AND
BAYLOR SCOTT & WHITE**

THIS AGREEMENT (the "**Agreement**") by and between **TEMPLE INDEPENDENT SCHOOL DISTRICT** ("**Agency**"), **BAYLOR COLLEGE OF MEDICINE** ("**BCM**"), and **SCOTT & WHITE MEMORIAL HOSPITAL D/B/A BAYLOR SCOTT & WHITE MEDICAL CENTER - TEMPLE** ("**BSW**") shall become effective as of **July 1, 2026** ("**the Effective Date**"). The Agency, BCM, and BSW may be referenced together herein as each the "**Party**" or collectively as the "**Parties**".

WHEREAS, BCM employs qualified education faculty to provide guidance and supervision for biomedical health professional educators and administrators as necessary to support the development and implementation of health science and biomedical Science, Technology, Engineering, Math and Medicine (STEMM) programs.

WHEREAS, the Agency offers education programs to secondary school students in compliance with applicable regulatory agency/board of the corresponding state in which the Agency is located, and seeks to expand STEMM education offerings through the provision of professional development to its teachers; and

WHEREAS, BSW operates healthcare facilities where services are delivered and employs healthcare professionals qualified to provide mentorship and coordinate hands-on educational experiences for Agency students that may occur at BSW facilities and/or on the BCM School of Medicine's Temple campus; and

WHEREAS, it is recognized that a cooperative relationship between the Parties can be mutually beneficial in providing essential knowledge to the Agency's teachers that can be used to facilitate broad student preparedness in STEMM topics as well as learning experiences and mentorship to ensure students are prepared to pursue undergraduate STEMM degree programs and possibly create a future pipeline of postsecondary applicants;

BE IT UNDERSTOOD AND AGREED that the Parties desire to enter into an agreement whereby select BCM faculty shall provide professional development services to designated Agency teachers for the purpose of developing teacher-led curricular offerings in STEMM, while BSW will support curriculum implementation by providing experiential learning opportunities in a clinical setting. The Parties will also convene an Advisory Committee with representatives from each organization to maintain regular communication and support implementation of a Health Professions Pathway for Agency students. This Agreement shall be governed by the following conditions.

I. BCM RESPONSIBILITIES:

- A. Provision of Professional Development Services. Two or more BCM faculty members will provide professional development services to execute high school STEMM courses (including use of required equipment), in addition to authorization to utilize course materials developed by the BCM Huffington Department of Education, Innovation & Technology (HDEIT), Center for Educational Outreach (the "Center") and made available on the Center's public website or otherwise provided by BCM faculty pursuant to this Agreement. However, recommendations and suggestions may be solicited from the staff of Agency and BSW as needed to refine curriculum offerings. BCM faculty will provide virtual coaching and curriculum support for the Agency-wide Health Professions Pathway and regularly scheduled meetings with Agency-appointed personnel. BCM will provide up

to one STEMM professional development seminar annually for Agency educators participating in the Health Professions Pathway. These services do not include any contact with Agency students.

- B. Guidance on Experiential Learning Activities by Grade. BCM will provide:
- i. Guidance and curriculum planning for up to two (2) STEMM Career Presentations and Panels per year (one per semester) which will be held on the Agency's campus for grade 9 students.
 - ii. Guidance and curriculum planning for up to two (2) anatomy experiences which will be held on the Agency's campus for grade 10 students. These learning experiences will be hosted by BCM staff, resident or fellow physicians, and/or Medical Students who are based at the BCM School of Medicine's Temple Campus, who will supervise Agency students and implement curriculum.
 - iii. Guidance on planning experiential learning opportunities for Agency students in grades 11 and 12, which will emphasize diverse careers paths in healthcare in fields such as anatomy, physiology, and medical microbiology. These services do not include any BCM employee/learner contact with Agency students.
- C. Selection of Faculty. BCM shall recommend duly appointed faculty to lead the professional development program and only send those faculty with the special education and/or experience necessary to deliver the didactic portions of the program.
- D. Communications. In coordination with Agency and BSW, the pathway program will be coordinated based on documentation provided by BCM faculty, and a regular exchange of information will be maintained with Agency's liaison and the program Advisory Committee. BCM and BSW shall notify the Agency in writing of any change or proposed change of the person(s) responsible for coordinating/scheduling services with the Agency. The Parties will exchange the following written information, upon requested, at least two weeks prior to the start of each program session: (i) names and total number of Agency teachers and responsible BCM faculty and BSW employees; (ii) documentation of topics and any enclosed course materials; (iii) other appropriate information, including opportunities for mentorship and shadowing for the upcoming semester.
- E. Visitation to Agency Campus. Agency shall grant BCM faculty members authorization to enter the Agency's high school campuses to deliver a series of scheduled professional development sessions to Agency teachers, and the format of such session(s) may be in-person or virtual by the mutual consent of the Parties, subject to the availability of training space at Agency campus.
- F. Collection of Program Data. BCM will collect and analyze program data to evaluate the effectiveness of STEMM pathway implementation. Data collection will include feedback from participating educators and students through pre- and post-intervention assessments to measure interest and attitudes towards STEMM. BCM will also work with Agency to analyze de-identified, aggregate-level data provided by the Agency for the purpose of evaluating student knowledge and performance related to participation in the STEMM pathway. This data may include, but is not limited to, standardized test scores, course completion rates, and post-graduate outcomes. All data provided by Agency will be de-identified and aggregated to protect individual privacy.
- G. Background Check Attestation. Upon request of the Agency, BCM shall provide evidence that where required by and acceptable to the Agency, a criminal background check has been completed as to each faculty member prior to their participation in the program.

To the extent allowed by Texas and federal laws, BCM will obtain all criminal record information on any of its employees who perform services under this Agreement and will have direct contact with students. If BCM is unable to perform a criminal history check that complies with Texas Education Code Section 22.0834, on all of its employees who have or will have direct contact with the Agency's students, BCM shall submit to the Agency the name and all necessary identifying information to enable the Agency to obtain the state and national criminal history information on said employees before they perform any services under the Agreement. Any employee not meeting applicable requirements shall not be eligible to participate in the delivery of professional development services or have any contact with Agency students on the Agency campus. Furthermore, any BCM Medical Student whose criminal history check does not meet these statutory requirements will not be allowed to participate in experiential learning activities for Agency students.

II. AGENCY RESPONSIBILITIES:

A. Provision of Facilities and Teacher-Learners.

- i. Subject to the ability of BCM to accommodate the Agency's request with regard to the number of teacher-learners, Agency agrees to make the appropriate facilities available to BCM in order to provide practical learning and training to teacher-learners participating in the professional development program. Such facilities shall include an environment conducive to the learning process as intended by the terms of this Agreement and conforming to customary Agency procedures.
- ii. The Agency shall provide, within Agency limitations, equipment necessary for curriculum delivery, conference rooms, any special clothing required for participation in learning activities including appropriate and readily accessible personal protective equipment, as well as any other tangible learning aids required for curriculum delivery in all pathway courses.

B. Policies/Procedures Applicability to BCM Faculty. BCM faculty members are to remain subject to the authority, policies, and regulations imposed by BCM and, during the provision of professional development services on the Agency campus, faculty will be subject to all rules and regulations of the Agency and imposed by the Agency on its employees and agents with regard to following the administrative policies, standards, and practices of the Agency.

C. Agency Liaison; Communications. The Agency shall designate a liaison responsible for coordinating scheduling and administration of services. That person shall maintain contact with BCM's designated faculty to assure delivery of requested services. The Agency shall, at an agreed upon time prior to each academic term, provide BCM with the maximum number of teacher-learners that can be assigned to each session during each agreed upon assignment period. The Agency shall notify BCM in writing of any change or proposed change of the person(s) responsible for coordinating services. Subject to applicable provisions of FERPA, the Agency also agrees to provide BCM with deidentified student information reasonably requested concerning STEM trends in student performance and educational experience needs or requests common to students in the campus community.

D. Student Enrollment and Curriculum Delivery. Agency assumes responsibility for the identification and enrollment of appropriate students in the Health Professions Pathway; oversight of Health Professions Pathway implementation, to include curriculum development, coursework completion, and facilitation of post-secondary opportunities; provision of classroom space, equipment, and supplies as necessary to deliver coursework and extracurricular learning opportunities provided pursuant to Health Professions

Pathway enrollment.

- E. Delivery of Program Data. The Agency agrees to provide deidentified, aggregate-level data to BCM for the purpose of evaluating student knowledge and performance related to participation in the STEMM pathway. This data may include, but is not limited to, standardized test scores, course completion rates, and post-graduate outcomes. All data provided will be de-identified and aggregated to protect individual privacy.

III. BSW RESPONSIBILITIES:

- A. Provision of Healthcare Professionals. BSW will facilitate hands-on training experiences for Agency students by identifying and designating qualified staff members to provide ongoing health professional mentorship and supervision of Agency students enrolled in the Health Professions Pathway, and to provide STEMM Career presentations or serve on STEMM Career Panels as needed. BSW employees will also be identified to serve on the Advisory Committee to offer general guidance on curriculum development for the Health Professions Pathway and specific guidance on events hosted by BSW personnel.
- B. Plan and Host Annual Open House. To facilitate parental awareness of and student interest in Pathway participation, BSW will host an open house on its campus which will permit Agency students and their families to explore BSW facilities where clinical services are delivered, provide an opportunity to meet some participating staff, ask questions about the type and quality of learning experiences offered, foster a sense of community and partnership with Agency educators and BSW staff, and ease student transitions into the health professional environment so they know what to expect from the clinical learning experience.
- C. Coordination and Supervision of Experiential Learning Activities. In cooperation with Agency staff and with support from BCM, BSW will:
 - i. Provide guidance to BCM on event curriculum planning, and coordinate scheduling between Agency staff and healthcare professional participants for up to two (2) STEMM Career Presentations and Panels per year (one per semester) which will be held on the Agency's campus for grade 9 students. BSW staff will interact with Agency students and implement curriculum for these events in coordination with Agency staff.
 - ii. Plan and deliver experiential learning opportunities for up to thirty (30) Agency students in grade 11, which will consist of clinical shadowing, laboratory tours, educational workshops, and exposure to personnel practicing nursing and other allied health professions.
 - iii. Plan and deliver experiential learning opportunities for up to fifteen (15) Agency students in grade 12, which will consist of clinical shadowing, laboratory tours, educational workshops, and exposure to personnel practicing nursing and other allied health professions. Based on availability of mentors, Agency students may be permitted to spend additional time shadowing a mentor in the department of their choice.
- D. Employee Background Check Attestation. Upon request of the Agency, BSW shall provide evidence that a criminal background check has been completed as to each staff member prior to their participation in the program. To the extent allowed by Texas and federal laws, BSW will obtain all criminal record information on any of its employees who perform services under this Agreement and will have direct contact with students. If BSW is unable to perform a criminal history check that complies with Texas Education Code Section

22.0834, on all of its employees who have or will have direct contact with the Agency's students, BSW shall submit to the Agency the name and all necessary identifying information to enable the Agency to obtain the state and national criminal history information on said employees before they perform any services under the Agreement. Any employee not meeting applicable requirements shall not be eligible to participate in the delivery of experiential learning activities described in Section III.C (above).

IV. MUTUAL RESPONSIBILITIES:

- A. Advisory Committee. Membership shall include the BCM HDEIT Chair, BSW designee, and Agency-designated administrative leaders. Advisory Committee members will provide guidance to BCM and BSW liaisons as needed with respect to the development of the Health Professions Pathway, planning of new elective courses, experiential learning activities, resources offered through the Center's public website, and/or novel questions raised by Agency/BSW staff.
- B. Data Privacy and Security. The Parties shall comply with to all applicable data privacy laws and regulations, including, but not limited to, the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232 (g), otherwise known as FERPA. The Parties shall take all measures necessary to ensure the confidentiality of any and all information in their possession regarding BCM's students who train at BSW or the Agency pursuant to this Agreement, as well as any and all information regarding any Agency students. The Parties agree to limit the use of such information only for the purpose for which they obtained such information. Each Party shall ensure that any and all student data shared or utilized within the scope of the STEMM program is protected against unauthorized access, use, disclosure, disruption, modification, inspection, recording, or destruction. This includes implementing appropriate physical, electronic, and managerial procedures to safeguard and secure the data. Each Party agrees to immediately notify the others in the event of any data breaches or security incidents involving student data. Regular audits and reviews of data management practices shall be conducted to ensure ongoing compliance with all data privacy standards.

To the extent permitted by law, each Party (the 'Indemnifying Party') agrees to indemnify, defend, and hold harmless the other Parties (the 'Indemnified Party'), its officers, directors, employees, agents, and successors from and against any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) related to the Indemnifying Party's breach of this Data Privacy and Security section. This indemnification includes, but is not limited to, breaches in data security, unauthorized disclosure of student information, and non-compliance with applicable data protection laws and regulations.

- C. Other Confidential Information. The Parties understand and agree that in connection with this Agreement, each Party may acquire competitively sensitive information which neither known to nor ascertainable by persons not engaged with the other Party, and which may cause each Party to suffer competitively or economically if such information becomes known to persons outside of that Party. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include but not be limited to each Party's business and business development plans, or employee lists. Consequently, except as provided in this paragraph or otherwise required by law, each Party agrees not to directly or indirectly use or disclose to any individual or entity any confidential Party information at any time.

The foregoing restrictions on use and disclosure of confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or

governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section IV(C), (iii) that is known by a Party prior to receipt of the information from the other Party as clearly evidenced by such Party's books and records, (iv) that is lawfully received by a Party from a Party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a Party without reliance on the confidential information received as clearly evidenced by such Party's books and records.

- D. Anti-Discrimination. The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. § 2000d and the regulations thereto, as may be amended from time to time. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

V. TERMS:

- A. Amendment. No amendment to this Agreement shall be valid unless it is reduced to writing and signed by the authorized representatives of the Parties.
- B. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assignee(s); provided, however, that no assignment by a Party shall be effective without prior written approval of the other Parties. A delay in or failure of performance of a Party that is caused by occurrences beyond the control of a Party shall not constitute default hereunder, or give rise to any claim for damages.
- C. Captions. The captions are solely for the convenience of the Parties and shall not be used in the construction of this Agreement.
- D. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. All actions, suits, or legal proceedings arising out of or related to the Agreement shall be brought only in the State District Courts of Bell County, Texas or, if federal, in the United States District Courts of the Western District of Texas and the Parties consent to the exclusive jurisdiction of such courts.
- E. Independent Contractors. Nothing in this Agreement shall create any employer-employee, master-servant, partnership, agency or joint venture relationship between the Parties and/or their employees. No Party shall have any authority to bind or act on behalf of another other Party. Additionally, nothing herein shall be construed to create an employment relationship between any Agency employee and BCM or BSW.
- F. Notices. All notices under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested to the signatories to this Agreement or their successors. Such notices shall be deemed given when received. Such notices shall be addressed as follows:

If to Agency:

Temple Independent School District
401 Santa Fe Way
Temple, TX 76501
Attn: Dr. Bobby Ott, Superintendent

If to BCM:

Baylor College of Medicine
Huffington Department of Education, Innovation & Technology
One Baylor Plaza, MS BCM525, Ste. N104
Houston, Texas 77030
Attn: Department Administrator
Email: HDEITBusinessOps@bcm.edu

If to BSW:

Baylor Scott & White Health
301 N Washington Ave
Dallas, TX 75246
Attn: Chief Legal Officer

- G. Oral representations. No oral representations of any officer, agent, or employee of BCM, BSW, or Agency shall affect or modify any obligations of any Party under this Agreement.
- H. Term. This Agreement shall begin on the Effective Date and expire on July 31, 2029, or until terminated as permitted by Section V.I of this Agreement.
- I. Termination.
 - i. This Agreement may be terminated without cause by any Party upon thirty (30) days prior written notice to the other Parties.
 - ii. This Agreement may be terminated for cause immediately upon written notice when default and/or breach by one Party is incapable of correction.
- J. Remuneration. There shall be no exchange of monies between the Parties for professional services provided under this Agreement. The Agency and BCM (through its Office of Advancement and Alumni Affairs) may execute a separate gift agreement to facilitate Agency's purchase of equipment necessary to execute delivery of curriculum to Agency students and may execute a separate salary reimbursement agreement to facilitate supplemental payment by Agency to its teachers for participation in BCM's professional services program.
- K. Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. No Party may use the Marks of another without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.
- L. No Arbitration. The Parties agree that arbitration **shall not** be mandated for any dispute between the Parties arising out of or related to this Agreement.
- M. Public Information. BCM and BSW acknowledge that Agency is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Agency's

written request, and at no cost to Agency, BCM or BSW will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Agency in a non-proprietary format acceptable to Agency that is accessible by the public. The Parties acknowledge that Agency may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Parties agree that this Agreement can be terminated if any Party knowingly or intentionally fails to comply with a requirement of that subchapter.

- N. Representations and Warranties. Each Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of Texas and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of each Party has been duly authorized to act for and bind that Party.
- O. Severability. In case any one or more of the provisions contained in this Agreement 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 hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- P. Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- Q. Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties and constitutes the entire understanding and agreement among the Parties hereto with respect to the subject matter hereof. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by the Parties hereto.

(Signature Page Follows; Intentionally Left Blank)

