

Board Information Item

Information Packet	Board Agenda Information	Board Agenda Action	Board Agenda Consent
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			06/15/2026

Subject: Consider and Act on the Memorandum of Understanding for Licensure Programs with The University of Texas at Dallas, Teacher Development Center

Contact Person: Kelly Mires, Chief Human Resources Officer

Policy/Code: GRB(LEGAL)

Priority and Performance Objective:

Priority 1: Student Achievement and Post Secondary Preparedness
Objective 1.1: Academic Growth and Development
Objective 1.2: College and/or Career and/or Military Readiness

Priority 2: Faculty and Staff Recruitment, Retention and Capacity-Building
Objective 2.2: Employee Retention and Employee Satisfaction

Priority 4: Strong Financial Stewardship and Internal System Efficiency
Objective 4.1: Transparent Financial Stewardship
Objective 4.2: Effective and Efficient District Operations

Summary: The District has previously partnered with The University of Texas at Dallas, Teacher Development Center to provide clinical practice experiences for pre-service teachers, both field experience and clinical teaching, and internships as required by the Texas Education Agency and 19 TAC § 228, and in accordance with university state-approved licensure programs. The administration recommends continuing the partnership, which also helps identify and potentially encourages candidates to apply to teach for GCISD in the future. Experienced GCISD teachers, serving as a host or supervising teacher, also benefit from additional help.

This Agreement was reviewed by the District's legal counsel.

Attachments:

Memorandum of Understanding with The University of Texas at Dallas, Teacher Development Center and Data Sharing Agreement

Recommendation:

The recommendation is for the Board of Trustees to approve the Memorandum of Understanding with The University of Texas at Dallas, Teacher Development Center.



The of UT DALLAS University Texas at Dallas

The University of Texas at Dallas Teacher Development Center/School of Interdisciplinary Studies and the UTeach Dallas Program, Department of Natural Sciences and Mathematics Memorandum of Understanding for Licensure Programs

This Memorandum of Understanding (“Agreement”) is entered into and made effective this __15th__ day of __June_____, 2026__ (“Effective Date”) by and between The University of Texas at Dallas, hereinafter referred to as (the "UNIVERSITY"), a Texas State Agency and component institution of The University of Texas System (“System”), on the behalf of both the Teacher Development Center (TDC) the UTeach Dallas program (UTEACH DALLAS), and Grapevine-Colleyville Independent School District, hereinafter referred to as the "SCHOOL” or “ISD."

The purpose of this Agreement is to guide and direct a working relationship between UNIVERSITY and SCHOOL in providing clinical practice experiences for pre-service teachers (CANDIDATES), both ("Field Experience") (“Clinical Teaching”), (“Residency”) and (“Internship) as required by the Texas Education Agency and 19 TAC § 228, and in accordance with UNIVERSITY state-approved licensure programs. Note: The Teacher Development Center program and the UTeach Dallas program run independently of each other beyond certification and have different requirements to meet the needs of their CANDIDATES. All university students admitted to the Teacher Development Center or UTeach Dallas programs are pre-service teacher CANDIDATES.

As outlined in the course catalogue, the UNIVERSITY requires both TDC and UTEACH DALLAS CANDIDATES to complete both Field Experiences and either Residency, Clinical Teaching, or Internship. These are described in each program’s course guides and in the course catalogue and are subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, and of the promises and mutual agreements contained herein, the parties agree as follows:

ACTIVITIES AND SERVICES

The UNIVERSITY requests highly-qualified teachers to provide activities and services for the CANDIDATES, to act as Supervising Teachers for Clinical Teaching, Host Teachers for Residency, Mentors for Internship, or as Mentor Teachers for Field Experiences.

ISD agrees and promises to:

- A. Provide to the CANDIDATE the opportunity to carry out major professional functions under appropriate supervision in a sequence of experiences designed to enhance competencies in comprehensive assessment, intervention, evaluation of services provided, and professional practice.

- B. Provide a training experience for either year-long residency or clinical teaching as prescribed in 19 TAC § 228.
- C. Provide supervised, interactive, and directed early field experience placement for pre-service teachers to meet 19 TAC § 228 requirements and residency agreements including teaching standards-based lessons in these early classroom experiences.
- D. Maintain sole responsibility for the instruction, education and welfare of its students. The ISD shall be responsible for providing adequate staffing necessary to carry out the goals and objectives of the school district.
- E. That CANDIDATES assigned to it for the purposes set forth in this agreement will be under the supervision, control, and responsibility of the SCHOOL.
- F. Employ a clearly designated actively licensed, qualified professional who is responsible for the integrity and quality of the program.
- G. Shall provide qualified supervisors for CANDIDATES that meet the TEA requirements in 19 TAC §228. For purposes of this Agreement, the term "supervisor" shall be defined as the district employee who has been assigned to supervise the CANDIDATES. The supervisor will be a resource person for CANDIDATES and University faculty while at the SCHOOL. Supervisors selected by the SCHOOL will:
 - 1. assist in orienting CANDIDATES to the ISD and the assigned work station within which the CANDIDATES will be assigned;
 - 2. explain all SCHOOL and district policies, rules, and regulations to CANDIDATES;
 - 3. provide prompt and substantive feedback to CANDIDATES regarding all performance activities and interactions with SCHOOL personnel, students, and parents;
 - 4. complete written evaluations of CANDIDATES' progress and submit them to the University Faculty/Site Supervisor, after reviewing them with the applicable CANDIDATES;
 - 5. signing off on a time record of CANDIDATE attendance, including a running record of total time across the field-based experience.
 - 6. immediately inform SCHOOL administrators as well as the University Faculty/ University Field Supervisor/Site Supervisor of any concerns regarding a CANDIDATE;
 - 7. establish a time to meet and discuss with CANDIDATES their activities, impressions, reflections, and suggestions for goals and areas of improvement;
 - 8. supervise and coach CANDIDATES on a daily basis. If the assigned supervisor is absent for any reason, a qualified, licensed professional must be assigned to supervise the CANDIDATES. Under no circumstances can a CANDIDATE, even if he/she is licensed, serve as the professional educator of record during the CANDIDATE'S experience.
 - 9. after completing a pre-service affidavit and a criminal history record check through ISD, ISD will allow UNIVERSITY field supervisor/staff representatives(s) into the classroom and/or virtual learning environment (VLE) to observe lessons of a CANDIDATE working toward certification.
- H. Shall allow the Teacher Development Center and UTeach Dallas to recommend these supervisors to the District based on recommendations by principals, District leaders, interest, experience, and classroom performance.
- I. Shall provide to University and CANDIDATES the policies and procedures and other relevant materials to allow CANDIDATES to function appropriately within the SCHOOL.
- J. Shall retain the right, in its sole discretion, to request the removal of any individual from any

SCHOOL ISD property, including but not limited to the assigned work station. CANDIDATES shall be instructed by the University to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.

- K. Shall provide necessary emergency medical services to CANDIDATES. SCHOOL will call emergency medical services should it become necessary; SCHOOL, however, will not be liable for any charges incurred as a result of the administration of those services. CANDIDATES assigned to ISD shall follow ISD protocols for health and safety.
- L. Shall permit CANDIDATES access to the district, portal, technology, curricula and curricula resources, and library facilities/curriculum laboratories available to district personnel. CANDIDATES are prohibited from removing materials from the SCHOOL without appropriate approval.
- M. Shall keep confidential and shall not disclose to any person or entity:
 - 1. CANDIDATE applications;
 - 2. CANDIDATE health records or reports; and/or
 - 3. any CANDIDATE records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”), concerning any CANDIDATE participating in the education experiences provided by SCHOOL, except to the extent such disclosure is required by law, authorized by the CANDIDATE or is ordered by a court of competent jurisdiction. The ISD shall maintain policies and procedures necessary to protect the confidentiality of CANDIDATE records as defined herein.
- N. Provide CANDIDATE supervision which is regularly scheduled and sufficient relative to the CANDIDATE's responsibility assuring, that the CANDIDATE receives the hours stated in 19 TAC § 228, subchapter D to complete their certification pathway. The individual supervision will be regularly scheduled, formal, and face-to-face with the specific intent of dealing with the professional services rendered directly by the CANDIDATE. The primary supervisor must provide both formal and informal observation as stated in the code. The individual supervision will include all observation requirements in 19 TAC § 228. The supervisor assumes full responsibility for the supervision provided.
- O. Assure that the CANDIDATE has regularly scheduled, supervised and documented training activities and professional development with other CANDIDATES and with district personnel.
- Q. The CANDIDATE's supervisor will certify in writing that the CANDIDATE program requirements have been met.
- R. Shall inform the University of changes in District policy, procedures and staffing that might affect the CANDIDATE'S experience.
- S. Work with UNIVERSITY personnel to collaboratively identify, train, and support ISD teachers who are serving in early field-based experience placement or as Cooperating Teachers/Host or Mentor Teachers to CANDIDATES. Qualified teachers will participate in trainings offered by UNIVERSITY personnel as required by the Texas Education Agency.
- T. Allow UNIVERSITY to use video-capture technology in classrooms for purposes of evaluating and improving the instructional practice of CANDIDATES, as well as capturing video for TEA-required, student portfolio performance assessment for certification purposes; and

- U. Collaborate with UNIVERSITY to identify schools, principals and up to 40 Teachers to participate in the Program's initial teacher preparation initiative, and support fidelity of implementation.

The University of Texas at Dallas agrees and promises to:

- A. Certify at the time of arrival of the CANDIDATE:
 - 1. Completion of course work in scientific, applied and specialty areas, including formal assessment/diagnosis and intervention/treatment;
 - 2. Completion of a formal introduction to ethical and professional standards.
- B. Notify the CANDIDATE'S Supervisor of any change in the CANDIDATE'S status prior to the commencement of or during the CANDIDATE'S program.
- C. Provide a FIELD SUPERVISOR who shall maintain an ongoing relationship with the ISD CANDIDATE'S supervisor and who shall provide all formal and informal observations as provided in 19 TAC § 228.
- D. The University will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
- E. The University will keep all records and reports on CANDIDATE experiences in accordance with University policy and regulatory requirements.
- F. The University will plan with the ISD, in advance of the commencement of any semester, its schedule of CANDIDATES' assignments to the designated areas, including dates and numbers of CANDIDATES.
- G. The University agrees to inform CANDIDATES that CANDIDATES shall be responsible for following federal and state statutes and regulations and the rules and regulations of the ISD, including, without limitation, statutes, rules, and regulations regarding the confidential nature of information pertaining to ISD students and their records.
- H. The University will provide to the ISD a copy of course objectives for the learning experience. The ISD, together with the University, will make arrangements for evaluating the learning experience.
- I. The University will assign a Faculty/Site Supervisor who will collaborate with the ISD's assigned supervisors.
- J. CANDIDATES shall not be considered as employees or agents of the ISD.
- K. The University acknowledges that the ISD has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically FERPA. The University is receiving information in compliance with the requirements and expectations outlined in FERPA. The University acknowledges that it must comply with said law and regulations and safeguard student information. The University is prohibited from re-disclosing the information to a third party without prior written consent from the parent or the eligible student. University must destroy any student information received from the district when no longer needed for the purposes listed in this agreement.
- L. To the extent the University would like to conduct a survey of the ISD students, the University must receive permission in writing from ISD, which must obtain permission from parents and enter into a Data Sharing Agreement with the ISD in compliance with requirements of the Protection of Pupil Rights Amendment (PPRA), prior to conducting the survey.

The Parties agree to the following to articulate the protocol and responsibilities of the University and ISD when using video capture technology to evaluate and improve the clinical practice of CANDIDATES. ISD may use the video captured pursuant to this Agreement for legitimate educational purposes. Legitimate educational purposes for ISD include, but are not limited to, the following: use of the video in a student disciplinary matter, use of the video in a personnel matter, any matter in which ISD is mandated to report an incident to law enforcement or state authorities (e.g., Texas Department of Family and Protective Services), and matters in which review of the video may be used to assess and/or provide Section 504 or Special Education services to students.

M. Upon request of the ISD, withdraw from the program any CANDIDATE whose performance is unsatisfactory or whose personal characteristics prevent a desirable relationship with the ISD. The University may reassign a CANDIDATE after consultation with an appropriate ISD representative if such reassignment is in the best interest of the CANDIDATE, the ISD or University. The University agrees to hold harmless the ISD for any cause of action resulting from reassignment, withdrawal or expulsion of the CANDIDATE by University.

A. University Responsibilities:

1. UNIVERSITY candidates will be captured under ISD permission protocol, which allows video of UNIVERSITY candidates and ISD students with an executed parent permission form.
2. The UNIVERSITY in recognition of the sensitivity of the permission practice will:
 - a) limit its recordings to only the number of classes necessary to achieve its purpose of evaluating and improving the clinical practice of CANDIDATES;
 - b) record only those students in which the parents/guardians of the enrolled student have provided written consent to such recording;
 - c) center the CANDIDATE as the focal point of the video;
 - d) unless otherwise required, the camera will be positioned in the classroom in such a manner as to minimize the capture of EC-12 student faces, though some incidental exposure is likely; and
 - e) direct the field-based experience student/clinical teacher/resident/intern CANDIDATE to determine with ISD administrators the identity of any students who have circumstances forbidding recording-and in such cases, no recording of those students is permitted.
 - f) restrict authorized individuals to access videos to only individuals entitled by law to access them (e.g., field-based experience students/clinical teachers/residents/interns CANDIDATES, host/cooperating teachers, university field supervisors, district administration, and UNIVERSITY administration, and state required performance assessment).
- h) prepare all CANDIDATES to utilize video capture software solutions for any recording associated with UNIVERSITY course assignments or performance assessments;
- i) train CANDIDATES to upload to the secure, FERPA-compliant site for all videos associated with course assignments or performance assessment within twenty-four (24) hours of capture;
- j) ensure the video capture application provides the security assurances necessary for recording in the

classroom. Video captured is automatically and permanently erased from the recording device once uploaded to the secure website;

- k) coordinate maintenance of the video on the secure website for a period not to exceed two (2) years from the time of capture; and
 - l) the UNIVERSITY will retain all video content in accordance with applicable retention policies, and will store the content in university secure-protected technology environment with strict access controls remaining in place;
 - m) use video for instructional purposes only, self-observation and self-evaluation of instructional practices; observation and evaluation of the field-based experience students'/ clinical teacher/resident/intern/CANDIDATE, candidates' instructional skills; program evaluation; data relevant to instructional competencies of field-based experience students/clinical teachers/resident/intern CANDIDATES and state required performance assessment.
3. In no case will images or audio of ISD students appear in public forum for purposes of self/candidate/program evaluation, or for purposes of research presentation unless the identity of students is completely masked (e.g., blurring of facial or other identifying features).

B. ISD Responsibilities:

- 1. ISD will inform and obtain written consent from parents/guardians of the use of video capture technology in district classrooms and explain the measures taken to specifically avoid video capture of their students to the extent practicable.
- 2. Video-capture of the field-based experience student/clinical teacher/CANDIDATE will not be published without valid consents as required by FERPA or any other applicable privacy law, regulation or policy.

It is mutually agreed that:

- A. The CANDIDATE shall function within the policies of the District.
- B. If the CANDIDATE is expelled from the University, withdrawn from the CANDIDATE program, or removed from the ISD CANDIDATE program under this Agreement, such action will terminate all contractual obligations to the ISD specifically related to expelled, withdrawn or removed CANDIDATE. University agrees to hold the ISD harmless regarding such expulsion, withdrawal or removal and indemnify and defend the ISD in any action involving the expulsion, withdrawal, or removal.
- C. The University and ISD will not discriminate against any person as prohibited by law, nor on any other basis prohibited by law, in educational programs or activities that it operates or in employment decisions.
- D. University and ISD shall provide prompt notification in writing to one another and, to the extent required by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

Contact Person for ISD:

Kelly Mire, Chief of Human Resources
David Denning, Director of Human Resources
3051 Ira E. Woods Avenue
Grapevine, TX 76051
817-251-5580

Contact Person for University (Teacher Development Center):

Dr. Ruth Johnson
Director, Teacher Development Center
800 W. Campbell Rd, HH 32
Richardson, TX 75080
Baa067000@utdallas.edu

Contact Person for University (UTeach Dallas):

Katie Donaldson
Associate Director, UTeach Dallas
800 W Campbell Rd., FN 33
Richardson, TX 75080
Katie.donaldson@utdallas.edu

- E. University acknowledges that the ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
1. by ISD; [or]
 2. for ISD and ISD
 - a. owns the information; [or]
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
 - d. by an individual officer or employee of ISD in the officer's or employee's official capacity, and the information pertains to official business of the ISD.
- F. University is expected to fully cooperate with the ISD in responding to public information requests. This includes, but is not limited to, providing the ISD with requested documentation. In the event that the request involves documentation that University has clearly marked as confidential and/or proprietary, ISD will provide University with the required notices under the TPIA. University acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.
- G. CANDIDATES are required to receive criminal background check clearance through the Human Resources Department of ISD before arriving on campus. The cost of that background check is to be borne by the University.
- H. This Agreement is not intended and shall not be construed to create the relationship of agent,

servant, employee, partnership, joint venture or association between the University and ISD and its employees, CANDIDATES, or agents, but rather is an Agreement by and among two independent contractors. Each CANDIDATE is placed with the ISD in order to receive educational experience as part of the academic curriculum; duties performed by a CANDIDATE are not performed as an employee of the ISD but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by ISD personnel. University acknowledges that nothing in this Agreement shall be construed to confer any right upon the University or University personnel to participate in, control, or direct operations at the SCHOOL.

- I. ISD shall timely notify the University when any University employee or CANDIDATE has been involved in a reported incident involving the ISD. As may be allowed by law, University will have the opportunity to participate in any on-going investigation and may have access to any oral or written reports and any other documentation related to the reported incident, unless such disclosure is prohibited by law.
- J. Entire Agreement. This Agreement constitutes the entire Agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
- K. Modifications. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by ISD and University.
- L. Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- M. Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Tarrant County, Texas.
- N. Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

- O. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

University
Read and Understood

By: _____
Name: Tonja Wissinger
Title: Interim Dean, Interdisciplinary Studies
Date: _____

By: _____
Name: Dr. Mary Urquhart
Title: Director, UTeach Dallas, Department Chair,
Science/Mathematic Education
Date: _____

Binding Signatory

By: _____
Name: Bryce Brownlee
Title: Director, Office of Contracts Administration
Date: _____

ISD (Grapevine-Colleyville ISD)
Read and Understood

By: _____
Name: Rick DeMasters
Title: Interim Superintendent
Date: _____

Binding Signatory

By: _____
Name: Dalia Begin
Title: President of the Board of
Trustees
Date: _____



DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”) is made between University of Texas at Dallas (“Provider”) and the Grapevine-Colleyville Independent School District (the “District”), and is incorporated into and made part of the Teacher Development Center/School of Interdisciplinary Studies and the UTeach Dallas Program, Department of Natural Sciences and Mathematics Memorandum of Understanding for Licensure Programs between the Provider and the District and includes any and all other documents and/or policies, additional agreements, terms, and conditions referenced and/or incorporated therein (collectively, the “Underlying Agreement”). To the extent of any conflict between the provisions of this Agreement and the Underlying Agreement, the terms of this Agreement shall control with respect to data and privacy obligations. The District and Provider will be collectively referred to as the “Parties.”

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. “Data” shall include, but is not limited to, the following: student data, metadata, log data, derived data, usage data, analytics, records of communications, authentication information, user content, course content, materials, any and all data and information that the District (or any authorized end user(s)) uploads or enters through its use of the product, and any information created, generated, collected, stored, or maintained by Provider in connection with the District’s use of the services, regardless of format or storage medium. “Data” specifically includes all information that constitutes an “education record” or “personally identifiable information” in education records, directory data, or under the Family and Educational Rights and Privacy Act (“FERPA”), and any other non-public information.
- B. The District owns and retains all rights, title, and interest to, or has appropriate possessory rights in, Data. Provider makes no claim of license, title, or ownership to or in Data, including no rights to use Data for product development, artificial intelligence training, machine learning model training, data mining, marketing, profiling, commercialization, or benchmarking purposes.
- C. All Data accessed or used by Provider shall at all times be treated as confidential by Provider and shall not be accessed, copied, modified, disclosed, transferred, sold, shared, mined, analyzed, or otherwise used by Provider for any purpose not related to providing services to or for the District. As outlined in more detail below, Provider acknowledges that personally identifiable information is protected against disclosure by federal and State statutes and regulations, and Provider agrees to comply with said statutes and regulations. Provider shall restrict access to Data to only those employees, contractors, and agents with a legitimate need to access such Data in connection with the services provided to the District and who are bound by written confidentiality obligations at least as protective as those contained herein.

2. PURPOSE, SCOPE, AND DURATION.

- A. For Provider to provide services to the District it may be necessary for the District to share certain Data related to the District’s students, employees, business practices, and/or intellectual property.
- B. The Parties acknowledge that the District is subject to FERPA (20 U.S.C. § 1232g) , which federal law and its supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. The Parties agree that Provider is a “school official” under FERPA and has a

legitimate educational interest in personally identifiable information from education records because Provider: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and disclosure of personally identifiable information from education records.

- C. The Parties further acknowledge that Provider may be subject to applicable provisions of Chapter 32, Subchapter D of the Texas Education Code, which protects and restricts use of certain student information, to the extent that it applies to the information provided to Provider by the District under this Agreement.
- D. The Parties expect and anticipate that Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the District pursuant to this Agreement. Provider shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. Provider represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.
- E. This Agreement becomes effective immediately upon the date of execution by both Parties and shall remain in effect during the time that Provider provides services to the District. Provider agrees to use Data solely for the purposes of providing services to the District.
- F. At the conclusion of this Agreement, or when the Data are no longer needed for the specified purpose, Provider agrees to securely destroy and/or return to the District all Data relating to the District or its students that Provider may have in its possession or in the possession of any subcontractors or agents to which the Provider may have transferred Data, in accordance with and allowed by State and Federal regulations. Provider shall certify in writing, upon request of the District, that all Data has been securely destroyed or returned, including Data maintained by any Subprocessors, backup systems, or archival storage, except to the extent retention is required by law.
- G. Provider shall not disclose, transfer, or provide access to Data to any subcontractor, affiliate, cloud hosting provider, or other third party (“Subprocessor”) without prior written notice to the District. Provider shall maintain a current list of all Subprocessors that may access Data and shall provide such list to the District upon request. Provider shall remain fully responsible for the acts and omissions of all Subprocessors. Provider shall require all Subprocessors to comply with written obligations at least as protective as those contained herein.

- 3. **DATA COLLECTION.** Provider will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- 4. **DATA USE.** Provider shall use Data solely for the purpose of performing services expressly authorized under the Agreement and for no other purpose. Provider shall not use Data to develop, improve, train, test, or enhance artificial intelligence systems
- 5. **MARKETING, ADVERTISING AND SELLING DATA IS PROHIBITED.** Provider shall not use any Data to advertise or market to students, their parents, or District employees or officials. Provider may not sell any Data to any third parties.

6. **ACCESS.** Any Data held by Provider will be made available to the District immediately upon request by the District. Provider shall provide Data in a readily accessible and machine-readable format.
7. **SECURITY CONTROLS.** Provider shall maintain and implement a comprehensive written information security program containing administrative, technical, and physical safeguards designed to:
 - Protect the security, confidentiality, and integrity of Data;
 - Protect against anticipated threats or hazards to Data;
 - Protect against unauthorized or unlawful access, acquisition, disclosure, alteration, destruction, or use of Data; and
 - Minimize security vulnerabilities.

Such safeguards shall include, at a minimum:

- Encryption of Data in transit and at rest using industry-standard encryption;
- Multi-factor authentication for administrative or privileged access;
- Regular patch management and vulnerability remediation;
- Logging and monitoring of access to Data;
- Employee cybersecurity awareness training;
- Incident response procedures;
- Secure backup and disaster recovery procedures; and
- Periodic risk assessments and security testing.

Upon request, Provider shall provide the District with documentation reasonably sufficient to demonstrate Provider's compliance with this Section.

LIABILITY.

8. DATA BREACH.

- A. When Provider becomes aware of a disclosure or security breach concerning any Data covered by this Agreement, Provider shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. Such notice shall include, to the extent known at the time:
 - The nature of the incident;
 - The categories of Data affected;
 - The approximate number of affected individuals;
 - The date and time of the incident;
 - Remediation efforts undertaken; and
 - Contact information for Provider personnel coordinating the response.

Provider shall continuously update the District regarding material developments relating to the incident.

- B. Provider agrees that any breach of the privacy and/or confidentiality obligation set forth in the Agreement may result in damage to the District and its students and staff, and may require legal notifications and expenses. Provider agrees to assist District with such notices and cover all expenses associated with sending the notices, as well as reimburse District for all reasonable expenses associated with containing the breach of data and correcting any effects on District's network. Provider shall indemnify and hold harmless the District from claims, damages, penalties,

and expenses arising from any breach of this Agreement by Provider or any failure of Provider to comply with applicable privacy or data security laws. Provider's obligations under this Section shall survive termination of the Agreement.

9. **CYBER INSURANCE.** Provider shall maintain commercially reasonable cyber liability insurance, including coverage for privacy breached and network security incidents, in amounts reasonably appropriate to the nature and scope of the services provided under the Agreement, and shall provide evidence of such coverage upon request from the District.
10. **NO LIMITATION OF LIABILITY FOR DATA CLAIMS.** Any limitation of liability contained in the Underlying Agreement shall not apply to:
 - Provider's confidentiality obligations;
 - Provider's indemnification obligations;
 - Any claims arising from a security incident or unauthorized disclosure of Data;
 - Provider's gross negligence or willful misconduct; or
 - Any violation of applicable privacy or data security laws.
11. **AUDIT/SECURITY REVIEW.** Upon request, Provider shall cooperate with the District's reasonable efforts to verify Provider's compliance with this Agreement, including by providing relevant security documentation, policies, audit summaries, or certifications.
12. **TERMINATION.** The District may terminate this Agreement at any time at its discretion upon written notification to Provider. In the event of such termination, Provider shall destroy or transfer Data pursuant to Section 2.F. herein. Termination of this Agreement does not necessarily negate other agreements entered into by the Parties.
13. **SEVERABILITY.** The provisions of this Agreement are severable. If a court of competent jurisdiction determines that a portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of the Agreement.
14. **ENTIRE AGREEMENT, APPLICABLE LAW, AND VENUE.** This Agreement states the entire agreement between Provider and the District with respect to data sharing and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreement on that subject. To the extent this Agreement conflicts with policies, regulations, terms of use, standards, or similar matters adopted by or used by Provider, the terms of this Agreement shall control. This Agreement is governed by the laws of the State of Texas. Venue shall lie in a district court of Tarrant County, Texas, for any dispute arising out of this Agreement.

Select the appropriate option below:

The Provider affirms that Data is collected by the Provider or shared between the Provider and the District, and the Provider agrees to abide by the terms of this Agreement.

The Provider affirms that Data is not collected by the Provider or shared between the Provider and the District.

Provider

Grapevine-Colleyville ISD (“District”)

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Position

Position

Date

Date