



Gatesville ISD – Board of Trustees Agenda Item Information

Meeting Date:		
Meeting Type: (Please Check One) <input type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting/ Workshop <input type="checkbox"/> Hearing		Agenda Placement: (Please Check One) <input type="checkbox"/> Public Hearing <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Information Items <input type="checkbox"/> Presentation/ Discussion/ Action Items
Subject (What needs to be printed on the agenda):		
Executive Summary (Brief description of agenda item):		
Fiscal Impact		
Cost: <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time <input type="checkbox"/> No Fiscal Impact Total Cost:	Funding Source: <input type="checkbox"/> General Fund <input type="checkbox"/> Grant Funds <input type="checkbox"/> Bond Funds <input type="checkbox"/> Other Funds (Specify)	Fiscal Year: Amendment Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: <input type="checkbox"/> Yes <input type="checkbox"/> No		

MEMORANDUM OF UNDERSTANDING
BETWEEN VU Scholarships, Inc. AND
GATESVILLE ISD

This Memorandum of Understanding (MOU) is entered into between VU Scholarships, Inc. (VU) and GATESVILLE ISD (District). This Agreement shall commence on the date it is fully executed.

1. Purpose

VU has created a technology platform which allows school districts to implement the VU scholarships program and to deliver VU provisional scholarship communications to its students, with the goal of opening students' minds to colleges, universities, trade/technical, military (Post-Secondary) options they had not considered (the "VU Program"). These provisional scholarships are calculated based upon VU's Post-Secondary partners' algorithms and requirements. Any provisional scholarships communicated to students are: not admission decisions, as students must formally apply, meet deadlines, be accepted by the institution, etc.; and, not guaranteed by VU nor by any offering institution, as such provisional scholarship communications are subject to: an offering institution's admissions policies and timing requirements, adjustments to scholarship amounts (in the sole discretion of the institution), and/or correction (in the rare situation where the VU communicated provisional scholarship amount does not reflect the institution's amount). Via the scholarship letter, parent consent and when the student enters the portal, VU makes it clear to all participating students that the VU Program does not offer a guarantee of admission and/or a guarantee of scholarship or financial assistance.

2. Data Flows

a. Input from District to VU

1. Student Data (defined below)

b. Output from VU

1. To District: Student provisional scholarships communications
2. To VU Post-Secondary partners: Student Data, self-reported student data, end-user Data
3. To parent/guardian: Their student's provisional scholarships
4. To VU third-parties: Student Data and other personal information as necessary to perform services and as addressed in the VU Privacy Policy and Terms of Service.

c. Inputs and Outputs between Student/Parents/Guardians and VU:

Additional data flows exist between Student/Parent/Guardian and VU as set forth in the VU Privacy Notice and Terms of Services (e.g., VU collects certain personal information concerning VU end-users accessing the VU portals), as set forth in the VU Privacy Notice and Terms of Service, as amended from time to time. See, <https://www.vuscholarships.com/privacy-notice> and <https://www.vuscholarships.com/terms-of-service>).

3. Student Registration on VU

- a. Parent/guardian or non-minor student must consent to participate in the VU Program, and to the District sending Student Data (defined below) to VU via a secure online portal, as well as to redisclosure of Student Data to VU's Post-Secondary partners, or third parties that VU has contracted with to perform services related to the VU Program. A student will only be included in the VU Program if parent/guardian or a non-minor student consents.
- b. Once District is signed up, a student who has not consented to participate in the VU Program can still participate on their own by self reporting.

4. Student Data that is Provided by the District

When parents/guardians or non-minor students consent to the District disclosing Student Data to the VU Program, they are consenting for the District to share the Student Data as outlined in the VU Program Data Release Consent Form. The Student Data that will be shared will include the following: first name, last name, graduation year, race, ethnicity, sex, high school name, unweighted GPA, weighted GPA, ACT (if available), SAT (if available), class rank (if school provides), school email, zip code, school ID, and parent/guardian email, first and last name ("Student Data").

5. How VU Uses Student Data Provided by School/District

VU will use the Student Data provided by School/District to create each student's VU Program account, calculate the student's provisional scholarship awards, and in some instances provide the Student Data to a Post-Secondary partner who would like to market their institution directly to the student. Students who meet an institution's admission standards based on the Student Data, but do not meet the provisional scholarship standards, may receive communications from such Post-Secondary partners who wish to encourage the student to consider applying to the institution so that the institution can formally make an admissions determination. VU may be compensated as a result of these intentional interactions.

VU makes available for access the results of each student's provisional awards with the District via a secure online portal or other identified secure modes of communication.

6. Parent e-mail that is provided by the District

Parent/guardian e-mails that are provided to VU allow VU to share their child's provisional scholarships directly with the parent/guardian. In some instances, VU will provide the parent's/guardian's email to VU's Post-Secondary partners who would like to provide them information regarding their child's awards or opportunities at that particular institution. VU may be compensated as a result of this intentional interaction.

7. Deleting and Archiving Student Data

A parent/guardian or non-minor student is able to have their account deleted and all associated data deleted at any time by reaching out to help@vuscholarships.com (or other contact notated in our Privacy Notice). VU will auto-archive student data 5 years from their last activity. This will allow for students who are participating in the VU Program early on in high school to be able to access their account post high school for a period of a few years. At the time of archival, VU will anonymize the student record (deleting the student record) but may keep the historical data associated with that record.

8. Responsibilities of VU

- a. VU will provide access to a secure online portal where the District will upload Student Data for each non-minor student or a student's parent/guardian who has consented to participate in the VU Program. For any student electing to self-report to VU directly, VU will provide instructions for them to do so.
- b. VU will calculate provisional scholarships for all participating students, including those who have self-reported.
 1. VU will provide the District with a one-page congratulatory letter for each participating and self-reporting student with instructions for the student to access additional details concerning the provisional scholarship. The congratulatory letter for the students who were opted-in contains VU Program information and a QR code that the student scans to see their total award amount (if scanned within 45 days of letter generation) with instructions to log into their account to view their individual provisional scholarships. For students who self-reported, their congratulatory letter will contain a QR code that directs them to a page where they can register and self-report.
 2. VU will provide the District each student's individual scholarships calculated by VU, whether the District provided the Student Data or the student self-reported. This data includes the Post-Secondary Name, Scholarship Name, and Provisional Total Payout, student's academic information (Student Data provided by District or self-reported by the student which may include GPA, Weighted GPA, SAT, ACT, and Class Rank) and demographic information (Student Data provided by district or self-reported by the student which may include Race, Ethnicity, and Sex), account information (Student Data provided by District or self-reported by the student which may include first name, last name, middle initial, school email, personal non-school email, graduation year, and phone number.
- c. VU will provide District with total provisional scholarship dollars communicated to students (aggregated and deidentified).

- d. After distribution of the congratulatory letters, which contains instructions to access their initial provisional scholarship offers, VU will notify directly, via email, any new provisional scholarships that have been awarded to the student, as new institutions are added.

9. Responsibilities of the District

- a. District will follow its policies and procedures for obtaining parent/guardian or non-minor student consent permitting District to provide VU the Student Data in accordance with applicable federal and state privacy laws, including without limitation the Family Educational Rights and Privacy Act (FERPA) and the verification and authentication of identity requirements.
- b. District will ensure that verifiable parent/guardian or non-minor student consent is obtained, in accordance with this MOU, for each participating student prior to transmitting Student Data to VU.
- c. Upon receiving the required FERPA consent to disclose Student Data, District will provide an extract of Student Data in accordance with the values that VU requires to generate the account and awards. The fields can be found here.
- d. District will allow "@vuscholarships.com" emails to come through the high school or district email filter.
- e. If content is captured (pictures, interviews, videos) and published publicly by the District, District consents to VU using it for marketing purposes.
- f. District will conduct all VU Program responsibilities in accordance with the District's own policies and procedures, this MOU, and applicable state and federal laws, rules, and regulations.

10. Term and Termination

Unless duly terminated, upon 60 days notice, prior to the end of the current term (July 1 - June 30th) this MOU will continue for the upcoming academic calendar year (July 1 - June 30th), at then current renewal amount as communicated by VU in writing will be due within 30 days and are non-refundable. VU will notify and invoice the District for the subsequent term in April of each year or the following month (May) if the initial rollout was in April.

11. Cost

Below is the cost for school's/district's participation in the VU Program each academic school year. This is the amount for each academic school year (regardless of the timing of the effective date of the MOU). This includes onboarding sessions, access to the VU Portal to view aggregate award amounts and individual student scholarship amounts, one login per high school, one login for central office, scholarship calculation for each student enrolled, and award letter generation. For more information on the counselor portal suite, please contact VU at info@vuscholarships.com.

Service	Price	Quantity
High School - 500-799 Students	USD 3 950.00	1

Price: USD 3 950.00

Appendix A

VU Program – Student Data Privacy

State Compliance

Texas: Texas Data Privacy and Security Act at Tex. Bus. & Com. Code Ann. §541.001; Identify Theft

Enforcement and Protection Act at Tex. Bus. & Com. Code Ann. §521.001; and, excluding Texas Education

Code Chapter 32, Subchapter D. Student Information, Section 32.151 as the VU Program services do not meet the definition of 'operator'.

Participants

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