

**THE HOLDSWORTH PERMIAN BASIN ASPIRING PRINCIPAL PROGRAM  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”), dated as of [ ] (the “Effective Date”), is by and between The Holdsworth Center (“Holdsworth”), a Texas Nonprofit Corporation, and the [Ector County ISD], a Texas independent school district (“District” and together with Holdsworth, the “Parties”, and each a “Party”).

**RECITALS**

A. Driven by the belief that great leaders can push student achievement levels to new heights, Holdsworth partners with Texas public school districts to help educators become experts at leadership and to grow stronger leaders within their own systems. Founded in 2017, Holdsworth makes investments within districts and brings education leaders from across Texas to learn at its Campus on Lake Austin, a one-of-a-kind place dedicated to the idea that public education matters. Holdsworth’s mission is to impact, over time, the quality of public education for all Texas students by supporting and developing educational leaders.

B. Holdsworth, a licensed provider of Continuing Professional Education (“CPE”) professional services (CPE No. 902-539), pursues its mission by developing, providing, and procuring substantial funding for unique and proprietary leadership development programs to Texas public school districts designed to support and develop district leaders, principals, and other educational leaders within the school districts.

C. The Permian Basin Aspiring Principal Program (the “PB APP”), which relies on Holdsworth’s proprietary copyrighted materials, is a three-year, three cohort multifaceted investment to help school districts in the Permian Basin grow a stronger bench of aspiring principals who are more prepared for their first principalship. Throughout the PB APP, Holdsworth gives aspiring principals the inspiration, development, tools, and resources needed to grow through carefully curated sessions, rotation experiences with excellent principals, and effective coaching and mentoring from Holdsworth Aspiring Principal Coaches as further detailed in this MOU.

D. District wishes to engage Holdsworth to provide the PB APP and related services to District, and Holdsworth is willing to perform such services under the terms and conditions of this MOU. District understands, agrees, and commits to perform its responsibilities as further detailed in this MOU in order to facilitate the success of the PB APP.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holdsworth and District agree as follows:

**ARTICLE 1  
THE PERMIAN BASIN ASPIRING PRINCIPALS PROGRAM**

1.1. Holdsworth Program. Holdsworth will provide to District the services and program generally referred to as the PB APP as further described in Exhibit A to this MOU (the “Services” or “Program”). Services may be provided in person, virtually, or in a hybrid format (i.e., in a combination of in-personal and virtual learning experiences) in the sole discretion of Holdsworth.

**ARTICLE 2  
OBLIGATIONS OF THE PARTIES**

2.1. Holdsworth Obligations. Holdsworth will comply with all applicable local, state, and federal laws, regulations, and ordinances and will perform the Program in a professional manner in accordance with industry standards. District acknowledges that the Program may be provided by contractors of Holdsworth in Holdsworth's sole discretion without prior notice to, or approval of, District. Holdsworth is responsible, in its sole discretion, for assigning and reassigning Holdsworth's employees and contractors, as appropriate, to perform the Program.

2.2. District Obligations. To facilitate the success of the Program to be provided to District pursuant to this MOU, District agrees to do all things reasonably necessary to ensure the successful implementation of the Program provided by Holdsworth under this MOU including, for example, at least the obligations outlined in Exhibit A.

2.3. Requirement of District to Cooperate with Holdsworth. District will work cooperatively with Holdsworth to coordinate the successful implementation of the Program.

**ARTICLE 3  
PAYMENT AND EXPENSES**

3.1. Transportation and Lodging Costs for District Personnel. District is responsible for the cost of transportation of all Program participants to Program activities that occur in the Permian Basin (if any), including, for example, at the Odessa Marriott Conference Center and Hotel. Holdsworth is responsible and shall pay for all transportation and lodging costs of Program participants to Program activities that occur outside of the Permian Basin (if any), including, for example, at the Campus on Lake Austin.

3.2. Consequences of Non-Payment of Expenses. In addition to all other remedies available under this MOU or at law (which Holdsworth does not waive by the exercise of any rights hereunder), Holdsworth shall be entitled to suspend the provision of any Services if District fails to pay any undisputed expenses as detailed in this Article and such failure continues for 30 days following written notice thereof.

**ARTICLE 4  
PROGRAM EVALUATION; DATA SHARING**

4.1. Program Evaluation. A key component of the success of the Program is the ongoing evaluation of District's participation in the applicable Program in order to support the implementation of such Program and to continue to improve the effectiveness of such Program. During the Term of this MOU, the Parties will utilize emerging data and findings from approved evaluation activities to collaboratively and continuously improve the Program and to conduct ongoing evaluation of the Program.

4.2. District Agreement to Share Data. District agrees to provide to Holdsworth certain data, information, and records from time to time as reasonably requested by Holdsworth that may include, for example, student assessment results for multiple years pre- and post-Program; student characteristics and demographics (for example, gender, race/ethnicity, English learner status, etc.),

District personnel data, information, and records, including names, email addresses, job titles, campus associations, and staff characteristics and demographics (for example, gender, race/ethnicity, tenure, etc.) (the “**District Data**”).

4.3. License To Licensed District Data. District hereby grants, and Holdsworth hereby accepts, a non-exclusive, perpetual, irrevocable, worldwide, fully paid-up, royalty-free, transferrable, and sublicensable right and license to use, copy, display, present, publish, modify, distribute, make derivative works of, and otherwise use District Data, including, for example and without any limitation, to (i) perform services for District and to otherwise carryout its duties and obligations under this MOU and (ii) create aggregated and/or de-identified data for ongoing improvement of the programs, benchmarking, research, and development purposes. For the sake of further clarity, the license granted in this Section 4.3 shall survive any termination or expiration of this MOU. Notwithstanding foregoing, as between District and Holdsworth, District owns District Data, and the license in this Section 4.3 does not transfer any ownership interest in the District Data to Holdsworth. Holdsworth will not use the District Data except for the purposes authorized by this MOU.

4.4. Direct District Data Is De-Identified. Except as required by Holdsworth to create a user account to access software services provided by Holdsworth or to arrange travel (as applicable), prior to disclosure of any District Data to Holdsworth, District will remove all Personally Identifiable Information (as defined below) from such District Data, including direct and personal identifiers such as, for example, names (including student names, parent or guardian names, and District personnel names), addresses, identification numbers, social security numbers, biometric records, and dates of birth. If District discovers that it has disclosed District Data that contains any Personally Identifiable Information (other than user-account data described above), it will immediately notify Holdsworth, and such District Data shall be considered “**District PII**” under this Data Sharing Agreement. For the purposes of this MOU, the term “**Personally Identifiable Information**” or “**PII**” means information that, alone or in combination, is linked or linkable to a specific person that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the specific person with reasonable certainty.

4.5. Confidentiality And Use of District PII. Holdsworth acknowledges and agrees that any District PII (if any is disclosed) is confidential and, except as provided in this Section 4.5, will not be further disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified except as provided in this MOU. Holdsworth will only use District PII, and will only disclose District PII (if any) to its staff, employees, contractors, or agents, for (a) the purpose of fulfilling its duties and providing services under this MOU, (b) improving services provided under this MOU, or (c) evaluating the impact of its work. In addition and notwithstanding the foregoing sentence, Holdsworth may disclose certain District PII to third parties as reasonably necessary to arrange travel for participants in services provided by Holdsworth.

4.6. De-Identification Of District PII. Notwithstanding the foregoing, to the extent that Holdsworth de-identifies or aggregates District PII such that all PII is removed, such data will not be considered District PII under this MOU and will not be subject to any of the restrictions on the use, further disclosure, or confidentiality under this Article 4.

4.7. Authorization to Request Data from TEA. The District authorizes Holdsworth and any external evaluator engaged by HC to contact the Texas Education Agency (TEA) and request student-level data necessary for the purposes of program evaluation. Such data may include, but is not limited to, assessment results, enrollment information, and demographic details for students enrolled in District schools. Holdsworth and any external evaluator agree to use the data solely for the purposes outlined herein and to comply with all applicable federal and state privacy laws, including FERPA. Holdsworth (and external evaluators) will implement appropriate safeguards to protect personally identifiable information, including secure storage, encryption, and restricted access. All data obtained from TEA will be retained only for the duration necessary to complete the evaluation and will be permanently destroyed upon completion, with written confirmation provided to the District. A copy of this Agreement will be provided to TEA as evidence of District authorization, and the external evaluator will comply with any additional requirements or assurances requested by TEA.

4.8. Condition Precedent to Data Access. Notwithstanding any provision to the contrary, Holdsworth and any external evaluator shall have no authority to request, access, receive, or use any District-related data from the Texas Education Agency (“TEA”) unless and until such party has fully executed the District’s Data Privacy Agreement (“DPA”), attached hereto as Exhibit A. Execution of the DPA is a strict condition precedent to any data access, and failure to execute the DPA shall result in an immediate prohibition on any data request or receipt from TEA.

4.9. Supremacy of Data Privacy Agreement. The DPA shall govern all aspects of data access, use, transmission, storage, and destruction. In the event of any conflict or inconsistency between the DPA and this Agreement, the Service Agreement, or any other document, policy, or understanding between the parties, the DPA shall control and supersede in all respects.

4.10. No Implied Authorization. For the avoidance of doubt, the District’s authorization to request data from TEA is expressly contingent upon full compliance with the DPA, and no provision of this Agreement shall be construed to grant independent or implied authority to access such data absent an executed DPA.

## **ARTICLE 5**

### **OWNERSHIP AND CONFIDENTIALITY OF HOLDSWORTH MATERIALS**

5.1. Ownership and Confidentiality of Holdsworth Materials. The Parties acknowledge, understand, and agree that, as between the Parties, all intellectual property rights, in and to all documents, work product, and other materials that are delivered to District or any District personnel under this MOU or that are prepared by, developed, or created by or on behalf of Holdsworth in the course of performing the Services, including, for example, educational documents, materials, methods, and presentations, surveys, questionnaires, toolkits, assessments, planning dashboards, and training documents (collectively, “**Holdsworth Materials**”) shall be owned (except for any information provided by District to Holdsworth that is subject to the Data Sharing Agreement) solely by Holdsworth even if such Holdsworth Materials are developed or

created with the input, comment, help, or assistance of District or its personnel. Except for the limited license granted in this Section 5.1, this MOU does not transfer to District or any District personnel any interest in Holdsworth's intellectual property rights, including, for example, Holdsworth's copyrights in and to the Holdsworth Materials. The Holdsworth Materials, along with all copies and derivative works of the Holdsworth Materials (including those authorized by Section 5.2 of this MOU), are the proprietary and confidential information of Holdsworth and may be used or disclosed by District or District personnel only in accordance with the limited rights granted in Section 5.2 of this MOU. If District is required by applicable law to make any disclosure of Holdsworth Materials that is constrained by this MOU, District shall provide Holdsworth with prompt written notice of such requirement and provide reasonable assistance to Holdsworth so that Holdsworth may seek appropriate relief protecting the Holdsworth Materials from public disclosure, and District may furnish only that portion of the Holdsworth Materials that District is legally compelled or is otherwise legally required to disclose. In addition, District shall provide prompt notice to Holdsworth of any request it receives under a Texas Public Information Act request, and the Parties agree that Holdsworth has the right, in its option, to seek an opinion from the Texas Attorney General as to whether the information may be withheld from disclosure.

5.2. Limited License. Holdsworth hereby grants to District a nonexclusive, royalty-free, non-transferrable (unless this MOU is validly assigned), sublicensable (but only to District's Program participants and other employees or staff of District), terminable, limited license to access, use, copy, and create derivative works of the Holdsworth Materials solely for the purpose of participating in the applicable Program or implementing within District the principles, resources, and learning objectives of the applicable Program. For the sake of further clarity, the license in this section does not grant to District or any District personnel any right to access, use, copy, distribute, or create derivative works of the Holdsworth Materials to provide services or information to third parties or non-District personnel. Holdsworth may terminate the license granted in this Section 5.2 upon thirty (30) days' notice in its sole discretion. Upon termination or expiration of this license, District shall cease and shall ensure that all District personnel cease all use of Holdsworth Materials. Upon Holdsworth's request, District will return or destroy, and cause all District personnel to return or destroy all Holdsworth Materials. Except as otherwise provided in this Section 5.2, the license granted in this Section shall survive any termination or expiration of this MOU. Holdsworth shall have the right at any reasonable time to review District's use of the Holdsworth Materials in order to confirm District's compliance with the limited license granted in this Section 5.2.

5.3. Trademarks. Each Party grants to the other Party a nonexclusive, royalty-free, non-transferrable, non-sublicensable limited license to use its trademarks, including its names and logos, for publicity and advertising relating to the Program, with prior written permission of the other Party. No Party may use the other Party's marks, name, or goodwill in a manner that would diminish or tarnish the goodwill of the other Party. Each Party must abide by reasonable guidelines for the use of the other Party's trademarks, including its names and logos, as provided by the other Party from time to time. Either Party may terminate the license granted to the other Party in this Section 5.3 upon written notice in the event that the other Party breaches any of the requirements of this Section. Except as otherwise provided in Section 5.3, the licenses granted in this Section shall survive any termination or expiration of this MOU.

5.4. Injunctive Relief. The Parties agree that Holdsworth may suffer irreparable harm from a breach or threatened breach by District of any of this Article 5 and that in such event, Holdsworth, in addition to all other rights and remedies, may seek specific performance and/or injunctive relief to enforce or prevent any violations of this Article 5 without the requirement of posting any bond (or with the posting of a nominal bond if a bond is required by applicable law).

## **ARTICLE 6 TERM; TERMINATION**

6.1. Term and Survival. This MOU shall commence as of the Effective Date and shall continue thereafter until the conclusion of the Program provided under this MOU unless sooner terminated in accordance with Article 6 of this MOU (the “**Term**”). This Section 6.1, Article 5, Sections 6.4, 7.2, 7.3, 7.4, 7.5, and Article 8 of this MOU, and any right or obligation of the Parties in this MOU that by its nature should survive termination or expiration of this MOU, shall survive any termination or expiration of this MOU.

6.2. Termination for Cause. Either Party may terminate this MOU, effective upon written notice to the other Party (the “Defaulting Party”) if the Defaulting Party materially breaches this MOU, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach. Failure of District to timely address any breaches of District’s obligations under this MOU, as set out in Appendix A, shall be considered a material breach.

6.3. Termination for Convenience at End of School Year. Notwithstanding any other provision of this MOU, either Party may terminate this MOU at any time, with or without cause, effective as of the last day of the District school year in which notice of termination pursuant to this Section 6.3 is given, by providing notice of termination pursuant to this Section 6.3 at least 90 days prior to the end of the District school year.

6.4. Transition. In the event District provides notice of termination of this MOU pursuant to Section 6.2 or 6.3, Holdsworth will, upon receipt of such notice of termination, take commercially reasonable steps to bring Holdsworth’s work to a close in an orderly manner.

## **ARTICLE 7 LIMITED WARRANTY AND LIMITATION OF LIABILITY**

7.1. Limited Warranty. Holdsworth warrants that it shall perform the Services:

- (a) in accordance with the terms and subject to the conditions set out in this MOU;
- (b) using personnel of commercially reasonable skill, experience, and qualifications; and
- (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

7.2. Sole and Exclusive Remedy for Breach of Warranty. Holdsworth's sole and exclusive liability and District's sole and exclusive remedy for breach of the limited warranty provided under Section 7.1 shall be as follows:

(a) Holdsworth will use reasonable commercial efforts to promptly cure any such breach; provided, that if Holdsworth cannot cure such breach within a reasonable time (but no more than 30 days) after District's written notice of such breach, District may, at its option, terminate the MOU by serving written notice of termination in accordance with Section 6.2.

(b) The foregoing remedy will not be available unless District provides written notice of such breach within 30 days after performance of such Services giving rise to such breach.

7.3. DISCLAIMER OF OTHER WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS MOU OR THE DATA SHARING AGREEMENT, HOLDSWORTH DOES NOT MAKE ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SERVICES PROVIDED UNDER THIS MOU, OR ANY WORK PRODUCT OR MATERIALS DEVELOPED UNDER THIS MOU AND HOLDSWORTH EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DISTRICT UNDERSTANDS AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS MOU, HOLDSWORTH IS MAKING NO REPRESENTATIONS OR WARRANTIES AS TO THE OPERABILITY OR FITNESS FOR ANY USE, SAFETY, EFFICACY, APPROVABILITY BY REGULATORY AUTHORITIES, AND/OR TIME AND COST OF DEVELOPMENT.

7.4. EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR BREACHES OF ARTICLE 5, AS OTHERWISE PROVIDED IN THE DATA SHARING AGREEMENT, AND FOR DAMAGES RESULTING FROM A PARTY'S ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") BE LIABLE TO THE OTHER PARTY, THE OTHER PARTY'S REPRESENTATIVES, OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.5. LIMITATION ON AGGREGATE HOLDSWORTH LIABILITY. EXCEPT FOR DAMAGES RESULTING FROM HOLDSWORTH'S ACTUAL FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL HOLDSWORTH'S

AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MOU, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOLDSWORTH PURSUANT TO SECTION 3.1 OF THIS MOU.

## **ARTICLE 8 GENERAL AND MISCELLANEOUS PROVISIONS**

8.1. Insurance. Holdsworth will carry insurance during the Term of this MOU with responsible insurance carriers acceptable to District rated A or better by A.M. Best, including coverage for workers' compensation and employer's liability, automobile liability, and general commercial liability, and will provide certificates of insurance evidencing its insurance coverage when requested by District.

8.2. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Holdsworth shall be under its own control, District being interested only in the results thereof. Holdsworth shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this MOU shall give District the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this MOU shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have the authority to contract for or bind the other Party in any manner whatsoever.

8.3. Entire Agreement. This MOU, including and together with any related exhibits, schedules, attachments, and appendices (which are all incorporated by reference as if fully set forth in this MOU), constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this MOU and the terms and conditions of any exhibit to this MOU, the terms and conditions of this MOU shall supersede and control.

8.4. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this MOU (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) with a copy also delivered by email. Except as otherwise provided in this MOU, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8.4.

**Notice to District:**  
802 N. Sam Houston  
Odessa, TX 79761

Attention: Keeley Boyer, Superintendent  
Email Address: Keeley.Boyer@ectorcountyisd.org

**Notice to Holdsworth:**

The Holdsworth Center  
4907 Ranch Road 2222  
Austin, Texas 78731  
Telephone: 737-946-7001

Attention: Katie Jaron, Chief Program Officer  
Email Address: kjaron@holdsworthcenter.org

8.5. Governing Law. The laws of the State of Texas, without regard to its conflict of law provisions, will govern this MOU, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this MOU.

8.6. Counterparts, Facsimile & Email Transmissions. The Parties may execute this MOU in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This MOU may be delivered by email or facsimile transmission, and email or facsimile copies of executed signature pages shall be binding as originals.

8.7. Assignment. Neither Party may assign or delegate any rights or obligations under this MOU without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 8.7 shall be null and void.

8.8. Successors and Assigns. This MOU will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

8.9. Amendment. This MOU will not be altered, amended, modified, or supplemented except in a written document executed by authorized representatives of both Parties.

8.10. Waiver. No waiver of any provision of this MOU will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this MOU, nor will such waiver constitute a continuing waiver unless otherwise expressly stated. A Party's failure to enforce any provision of this MOU shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this MOU.

8.11. Severability. If any term or provision of this MOU is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this MOU or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this MOU to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8.12. No Third-party Rights. This MOU is made for the sole benefit of Holdsworth and District and their respective successors and permitted assigns. Nothing in this MOU will create or

be deemed to create a relationship between the Parties to this MOU and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

8.13. Headings and Captions. The headings and captions appearing in this MOU have been included only for convenience and shall not affect or be taken into account in the interpretation of this MOU.

8.14. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this MOU, for any failure or delay in fulfilling or performing any term of this MOU (except for any obligations of the District to make payments to Holdsworth hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, freeze, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the Effective Date; (f) national or regional emergency; (g) telecommunication breakdowns or power outages or shortages; and (h) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 30 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

8.15. Compliance With Laws. Each Party represents and warrants that it shall comply fully with all applicable federal state, and local laws, rules, and regulations in performing their respective duties and obligations under this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective duly authorized representatives, effective as of the Effective Date.

**THE HOLDSWORTH CENTER**

**[Ector County ISD]**

By: *Katie Jaron*

By: \_\_\_\_\_

Print Name: Katie Jaron

Print Name: Keeley Boyer

Title: Chief Program Officer

Title: Superintendent

Date: May 13, 2026

Date: \_\_\_\_\_

**EXHIBIT A**  
**THE HOLDSWORTH ASPIRING PRINCIPAL PROGRAM**

**I. Description of the Holdsworth Permian Basin Aspiring Principal Program (“PB APP”)**

The Permian Basin Aspiring Principal Program (the “PB APP”) relies on Holdsworth’s proprietary copyrighted materials to help school districts in the Permian Basin grow a stronger bench of aspiring principals who are more prepared for their first principalship. Each cohort of the Aspiring Principal Program is designed as a one-year program that provides on-the-job, experiential learning tailored to the growth areas specific to aspiring principal participants.

At Holdsworth, we believe that practical and powerful development is driven by the 70/20/10 principle whereby the core of our learning is on-the-job and proximate to individuals’ day-to-day work (70%), followed by mentoring and coaching (20%), and then by formal classroom learning (10%). The challenge posed by most principal development programs, however, is that most (including principal certification programs and most district-based academies) are primarily structured around classroom learning. Furthermore, if aspiring principals are not working for an excellent principal, the coaching and mentorship they receive is likely to be insufficient.

Our one-year program is built to harness the power of the 70/20/10 model and address the most pressing needs we have heard from districts across the region:

- *Job-Embedded Learning (70%)* | Between sessions and supported by their Holdsworth coach, candidates will participate in up to three rotations where they will have an opportunity to see an excellent principal in action and then apply the lessons they observe to their work on their own campus. These rotation principals have been hand-selected by Holdsworth and are exemplars of what effective school leadership looks like.
- *Coaching/Mentoring (20%)* | Candidates will receive regular coaching from a Holdsworth Aspiring Principal coach throughout the year-long program, including in-person candidate support visits to see the candidate in action in their current role and to calibrate growth and support stretch projects. In addition, they will benefit from the mentorship and support of excellent principals outside the region during the rotation visits listed above.
- *Classroom Learning (10%)* | Though it cannot be the whole strategy, classroom learning is important, and our model will continue to offer high-quality, in-person experiential learning (sessions will be primarily delivered in the Permian Basin with summer sessions held at our Campus on Lake Austin). Participants will learn through engaging, realistic simulations and scenarios, paired with individual and group reflection time that deepens learning. To support that learning, leaders will have access to a custom online learning management system that provides candidates with personalized assessments and development opportunities.

Components of APP Cohort 2 (July 2026 – July 2027)

- 6 in-person Learning Sessions
- Up to 3 immersive Rotation Visits to observe excellent principals across Texas
- Bi-weekly virtual Holdsworth Coaching Sessions

- 1-2 On-the-job Stretch Project(s) in collaboration with site principal to apply learning and practice skills
- \*\*Resource: [Key Dates for Learning Sessions & Rotation Visits](#)

## **II. District Obligations**

To facilitate the success of PB APP, District agrees to do the following:

- A. obtain formal approval and commitment by District's Board of Trustees or other appropriate body or individuals to support full participation by District's designated participants in all aspects of the PB APP, including support for the time commitment for District participants as reflected in this Exhibit A;
- B. obtain commitment by the District superintendent and the District leadership team designated by the superintendent to make all reasonable effort to allow their District's aspiring principals who are enrolled in APP to fully and effectively participate in all components of the PB APP, as applicable;
- C. obtain commitment by District's relevant campuses, principals and aspiring principals to make all reasonable effort to allow their District's aspiring principals who are enrolled in APP to fully and effectively participate in the required components of the PB APP, as applicable; including site principal's involvement in collaborating and supporting their aspiring principal with stretch project(s) and contributions of reflections and evidence of leader growth.
- D. obtain commitment by all of District's PB APP aspiring principal participants to attend and fully participate in all scheduled components of the PB APP, including, as applicable, scheduled trips and learning activities, unless otherwise agreed to by Holdsworth for extenuating circumstances, and to participate fully when attending PB APP activities. Full participation means each District participant will be in attendance for the full time of the PB APP activities (i.e. the participant will not arrive late or leave early), actively participate in PB APP activities, and minimize time spent on non-PB APP activities, such as phone discussions and emails while present at PB APP activities. Full participation also requires the completion of all work, including participant feedback and assessments, evaluations, and individual activities that may occur between PB APP activities.

## **III. Other Terms**

- A. Communication. The District and Holdsworth understand the importance of continued communication and engagement during the course of the PB APP. As such, District commits to periodic and regular communication regarding implementation and progress during the duration of the PB APP.
- B. Potential APP Participant Transitions. During the Term of the MOU, if a PB APP participant is promoted to a principal role, moved to a different school within the District, or any other such transition within the control of the District, then District will make all reasonable effort to support such PB APP participant's continued participation in PB APP, and District and Holdsworth will jointly determine the best path forward to minimize disruptions to such participant's continuation in PB APP

DATA PRIVACY AGREEMENT (DPA)  
FOR TEXAS K-12 INSTITUTIONS

**Ector County ISD**

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LEA NAME [Box 1]

DATE [Box 2]

and

**The Holdsworth Center    May 13, 2026**

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OPERATOR NAME [Box 3]

DATE [Box 4]

## **Background and Instructions**

**History of Agreement-** This agreement has been drafted by the Texas Student Privacy Alliance (TXSPA). The Alliance is a collaborative group of Texas school districts that share common concerns around student and data privacy. The Texas K-12 CTO Council is the organization that sponsors the TXSPA and the TXSPA is the Texas affiliate of the national Student Data Privacy Consortium (SDPC). The SDPC works with other state alliances by helping establish common data privacy agreements unique to the jurisdiction of each state. This Texas agreement was drafted specifically for K-12 education institutions and included broad stakeholder input from Texas school districts, statewide associations such as TASB, TASA, and TASBO, and the Texas Education Agency. The purpose of this agreement is to set standards of both practice and expectations around data privacy such that all parties involved have a common understanding of expectations. This agreement also provides a mechanism (Exhibit E- General Offer of Terms) that would allow an Operator to extend the ability of other Texas school districts to be covered under the terms of the agreement should an Operator sign Exhibit E. This mechanism is intended to create efficiencies for both Operators and LEAs and generally enhance privacy practices and expectations for K-12 institutions and for companies providing services to K-12 institutions.

**Instructions for Operators:** This agreement is intended to be provided to an Operator from a LEA. The Operator should fully read the agreement and is requested to complete the below areas of the agreement. Once the Operator accepts the terms of the agreement, the Operator should wet sign the agreement and return it to the LEA. Once the LEA signs the agreement, the LEA should provide a signed copy of the agreement to the Operator.

<b>Article/Exhibit</b>	<b>Box #</b>	<b>Description</b>
Cover Page	Box # 3	Official Name of Operator
Cover Page	Box # 4	Date Signed by Operator
Recitals	Box #5	Contract Title for Service Agreement
Recitals	Box #6	Date of Service Agreement
Article 7	Boxes #7-10	Operator's designated representative
Signature Page	Boxes #15-19	Authorized Operator's representative signature
Exhibit A	Box #25	Description of services provided
Exhibit B	All Applicable Boxes	<ul style="list-style-type: none"><li>• Operator notates if data is collected to provide the described services.</li><li>• Defines the schedule of data required for the Operator to provide the services outlined in Exhibit A</li></ul>
Exhibit D	All Applicable Boxes	(Optional Exhibit): Defines deletion or return of data expectations by LEA

Exhibit E	All Applicable Boxes	(Optional Exhibit): Operator may, by signing the Form of General Offer of Privacy Terms (General Offer, attached as <u>Exhibit E</u> ), be bound by the terms of this DPA to any other Subscribing LEA who signs the acceptance in said Exhibit.
Exhibit F	Boxes # 25-29	A list of all Subprocessors used by the Operator to perform functions pursuant to the Service Agreement, list security programs and measures, list Operator's security measures

**Instructions for LEA and/or Subscribing LEA:** This agreement is intended to be provided to an Operator from a LEA. Upon receiving an executed agreement from an Operator, the LEA should fully review the agreement and if agreeable, should have an authorized LEA contact wet sign the agreement. Once signed by both the Operator and LEA, the LEA should send a copy of the signed agreement to the Operator.

Article/Exhibit	Box #	Description
Cover Page	Box # 1	Official Name of LEA
Cover Page	Box #2	Date Signed by LEA
Article 7	Boxes #11-14	LEA's designated representative
Signature Page	Boxes #20-24	Authorized LEA representative's signature
Exhibit D	All Applicable Boxes	(Optional Exhibit): Defines deletion or return of data expectations by LEA
Exhibit E	All Applicable Boxes	(Optional Exhibit) Only to be completed by a Subscribing LEA

## RECITALS

**WHEREAS**, the Operator has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) according to a contract titled “APP MOU Ector County” and dated \_\_\_\_\_ (the “Service Agreement”), and  
[Box 5]  
[Box 6]

**WHEREAS**, in order to provide the Services described in the Service Agreement, the Operator may

receive or create and the LEA may provide documents or data that are covered by federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506, and Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

**WHEREAS**, the documents and data transferred from LEAs and created by the Operator’s Services are also subject to state student privacy laws, including Texas Education Code Chapter 32; and

**WHEREAS**, the Operator may, by signing the "General Offer of Privacy Terms", agree to allow other LEAs in Texas the opportunity to accept and enjoy the benefits of this DPA for the Services described within, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

### ARTICLE I: PURPOSE AND SCOPE

1. **Nature of Services Provided.** The Operator has agreed to provide digital educational services as outlined in Exhibit A and the Agreement.
2. **Purpose of DPA.** For Operator to provide services to the LEA it may become necessary for the LEA to share certain LEA Data. This DPA describes the Parties’ responsibilities to protect Data.
3. **Data to Be Provided.** In order for the Operator to perform the Services described in the Service Agreement, LEA shall provide the categories of data described in the Schedule of Data, attached as Exhibit B.
4. **DPA Definitions.** The definitions of terms used in this DPA are found in Exhibit C. In the event of a conflict, definitions used in this DPA shall prevail over terms used in the Service Agreement.

## ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Ownership of Data.** All Data transmitted to the Operator pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Operator further acknowledges and agrees that all copies of such Data transmitted to the Operator, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Data contemplated per the Service Agreement shall remain the exclusive property of the LEA.
2. **Operator Materials.** Operator retains all right, title and interest in and to any and all of Operator's software, materials, tools, forms, documentation, training and implementation materials and intellectual property ("Operator Materials"). Operator grants to the LEA a personal, nonexclusive license to use the Operator Materials for its own non-commercial, incidental use as set forth in the Service Agreement. Operator represents that it has all intellectual property rights necessary to enter into and perform its obligations in this DPA and the Service Agreement, warrants to the District that the District will have use of any intellectual property contemplated by the Service Agreement free and clear of claims of any nature by any third Party including, without limitation, copyright or patent infringement claims, and agrees to indemnify the District for any related claims.
3. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Operator shall respond in a reasonably timely manner (and no later than 28 days from the date of the request) to the LEA's request for Data in a pupil's records held by the Operator to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Operator to review any of the Data accessed pursuant to the Services, the Operator shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
4. **Data Portability.** Operator shall, at the request of the LEA, make Data available including Pupil Generated Content in a readily accessible format.
5. **Third Party Request.** Should a Third Party, including law enforcement or a government entity, contact Operator with a request for data held by the Operator pursuant to the Services, the Operator shall immediately (within 1 business day), and to the extent legally permitted, redirect the Third Party to request the data directly from the LEA, notify the LEA of the request, and provide a copy of the request to the LEA. Furthermore, if legally permissible, Operator shall promptly notify the LEA of a subpoena compelling disclosure to a Third Party and provide a copy of the subpoena with sufficient time for the LEA to raise objections to the subpoena. The Operator will not use, disclose, compile, transfer, or sell the Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data and/or any portion thereof. Notwithstanding any provision of this DPA or Service Agreement to the contrary, Operator understands that the LEA is subject to and will comply with the Texas Public Information Act (Chapter 552, Texas Government Code). Operator understands and agrees that information, documentation and other material in connection with the DPA and Service Agreement may be subject to public disclosure.
6. **No Unauthorized Use.** Operator shall use Data only for the purpose of fulfilling its duties and obligations under the Service Agreement and will not share Data with or disclose it to any Third Party without the prior written consent of the LEA, except as required by law or to fulfill its duties and obligations under the Service Agreement.
7. **Subprocessors.** All Subprocessors used by the Operator to perform functions pursuant to the Service Agreement shall be identified in Exhibit F. Operator shall either (1) enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, such that the Subprocessors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this DPA, or (2) indemnify and hold harmless the LEA, its officers, agents, and employees from any and all claims, losses, suits, or liability including attorneys' fees for damages or costs resulting from the acts or omissions of its Subprocessors. Operator shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this DPA. Subprocessors shall agree to the provisions of the DPA regarding governing law, venue, and jurisdiction.

## ARTICLE III: DUTIES OF LEA

1. **Provide Data In Compliance With State and Federal Law.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRa, Texas Education Code Chapter 32, and all other Texas privacy statutes cited in this DPA as these laws and regulations apply to the contracted services. The LEA shall not be required to provide Data in violation of applicable laws. Operator may not require LEA or users to waive rights under applicable laws in connection with use of the Services.
2. **Consider Operator as School Official.** The Parties agree that Operator is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records. For purposes of the Service Agreement and this DPA, Operator: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Operator promptly of any known unauthorized access. LEA will assist Operator in any efforts by Operator to investigate and respond to any unauthorized access.

## ARTICLE IV: DUTIES OF OPERATOR

1. **Privacy Compliance.** Operator may receive Personally Identifiable Information (“PII”) from the District in the course of fulfilling its duties and obligations under the Service Agreement. The Operator shall comply with all applicable State and Federal laws and regulations pertaining to data privacy and security including FERPA, COPPA, PPRa, Texas Education Code Chapter 32, and all other Texas privacy statutes cited in this DPA.
2. **Employee Obligation.** Operator shall require all employees and agents who have access to Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement. Operator agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Data pursuant to the Service Agreement.
3. **De-identified Information.** De-identified Information may be used by the Operator only for the purposes of development, product improvement, to demonstrate or market product effectiveness, or research as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Operator agrees not to attempt to re-identify De-identified Information and not to transfer De-identified Information to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Operator shall not copy, reproduce or transmit any De-identified Information or other Data obtained under the Service Agreement except as necessary to fulfill the Service Agreement.
4. **Access To, Return, and Disposition of Data.** Upon written request of LEA, Operator shall dispose of or delete all Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, and transfer said data to LEA or LEA’s designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Operator acknowledges LEA’s obligations regarding retention of governmental data, and shall not destroy Data except as permitted by LEA. Nothing in the Service Agreement shall authorize Operator to maintain Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Data; (2) Data Destruction; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Operator shall provide written notification to LEA when the Data has been disposed of.

The duty to dispose of Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Data” FORM, a sample of this form is attached on Exhibit “D”). Upon receipt of a request from the LEA, the Operator will immediately provide the LEA with any specified portion of the Data within five (5) business days of receipt of said request.

5. **Targeted Advertising Prohibition.** Operator is prohibited from using or selling Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Operator; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Operator from generating legitimate personalized learning recommendations.
6. **Access to Data.** Operator shall make Data in the possession of the Operator available to the LEA within five (5) business days of a request by the LEA.

## **ARTICLE V: DATA PROVISIONS**

1. **Data Security.** The Operator agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Operator are set forth below. Operator shall further detail its security programs and measures in Exhibit F. These measures shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Operator shall secure usernames, passwords, and any other means of gaining access to the Services or to Data, at a level consistent with an industry standard agreed upon by LEA (e.g. suggested by Article 4.3 of NIST 800-63-3). Operator shall only provide access to Data to employees or subprocessors that are performing the Services. Employees with access to Data shall have signed confidentiality agreements regarding said Data. All employees with access to Data shall pass criminal background checks.
  - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Operator shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment.
  - c. **Employee Training.** The Operator shall provide periodic security training to those of its employees who operate or have access to the system.
  - d. **Security Technology.** When the Services are accessed using a supported web browser, Secure Socket Layer (“SSL”) or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Operator shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
  - e. **Security Contact.** Operator shall provide the name and contact information of Operator's Security Contact on Exhibit F. The LEA may direct security concerns or questions to the Security Contact.
  - f. **Periodic Risk Assessment.** Operator shall conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon request, Operator will provide the LEA an executive summary of the risk assessment or equivalent report and confirmation of remediation.

- g. Backups.** Operator agrees to maintain backup copies, backed up at least daily, of Data in case of Operator's system failure or any other unforeseen event resulting in loss of any portion of Data.
  - h. Audits.** Within 30 days of receiving a request from the LEA, and not to exceed one request per year, the LEA may audit the measures outlined in the DPA. The Operator will cooperate fully with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Operator and/or delivery of Services to students and/or LEA, and shall provide full access to the Operator's facilities, staff, agents and LEA's Data and all records pertaining to the Operator, LEA and delivery of Services to the Operator. Failure to cooperate shall be deemed a material breach of the DPA. The LEA may request an additional audit if a material concern is identified.
  - i. Incident Response.** Operator shall have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of any portion of Data, including PII, and agrees to provide LEA, upon request, an executive summary of the written incident response plan.
- 2. Data Breach.** When Operator reasonably suspects and/or becomes aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Operator shall notify the District within 24 hours. The Operator shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Operator will follow direction from the Law Enforcement Agencies involved in the case.
- a.** The security breach notification to the LEA shall be written in plain language, and address the following

    - 1. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - 2. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and Whether the notification was delayed as a result of a law enforcement investigation.
  - b.** Operator agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation
  - c.** In the event of a breach or unauthorized disclosure, the Operator shall cooperate fully with the LEA, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Operator will reimburse the LEA in full for all costs incurred by the LEA in investigation and remediation of any Security Breach caused in whole or in part by Operator or Operator's subprocessors, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if PII exposed during the breach could be used to commit financial identity theft.
  - d.** The LEA may immediately terminate the Service Agreement if the LEA determines the Operator has breached a material term of this DPA.
  - e.** The Operator's obligations under Section 7 shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.



6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter and supersedes all prior communications, representations, or agreements, oral or written, by the Parties. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Operator represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data and portion thereof is stored, maintained or used in any way.
10. **Waiver.** Waiver by any party to this DPA of any breach of any provision of this DPA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DPA shall not operate as a waiver of such right. All rights and remedies provided for in this DPA are cumulative. Nothing in this DPA shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the LEA, its trustees, officers, employees, and agents as a result of the execution of this DPA or performance of the functions or obligations described herein.
11. **Assignment.** The Parties may not assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other Party except that either party may assign any of its rights and obligations under this DPA without consent in connection with any merger (including without limitation by operation of law), consolidation, reorganization, or sale of all or substantially all of its related assets or similar transaction. This DPA inures to the benefit of and shall be binding on the Parties' permitted assignees, transferees and successors.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this DATA PRIVACY AGREEMENT FOR TEXAS K-12 INSTITUTIONS as of the last day noted below.

**Operator's Representative:**

BY: Katie Jaron [Box 15] Date: May 13, 2026 [Box 16]

Printed Name: Katie Jaron [Box 17] Title/Position: Chief Program Officer [Box 18]

Address for Notice Purposes: 4907 Ranch Road 2222, Austin, TX 78731 [Box 19]

**LEA's Representative**

BY: \_\_\_\_\_ [Box 20] Date: \_\_\_\_\_ [Box 21]

Printed Name: Keeley Boyer [Box 22] Title/Position: Superintendent [Box 23]

Address for Notice Purposes: 802 N. Sam Houston, Odessa, TX 79761 [Box 24]

*Note: Electronic signature not permitted.*

**EXHIBIT "A"**

DESCRIPTION OF SERVICES

Description : [Box 25]

**EXHIBIT “ B”**

SCHEDULE OF DATA

**Instructions:** Operator should identify if LEA data is collected to provide the described services. If LEA data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the “Other” category to list the data collected.

- We do not collect LEA Data to provide the described services.
- We do collect LEA Data to provide the described services.

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application- Please specify:	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
	Date of Birth	<input checked="" type="checkbox"/>

Demographics	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts /health data	<input checked="" type="checkbox"/>
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input checked="" type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>

Transportation	Student bus card ID number	<input type="checkbox"/>
	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected through the services defined in Exhibit A	<input type="checkbox"/>

## **EXHIBIT “C”**

### DEFINITIONS

**HB 2087:** The statutory designation for what is now Texas Education Code Chapter 32 relating to pupil records.

**Data:** Data shall include, but is not limited to, the following: student data, educational records, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their use of the product. Data also specifically includes all personally identifiable information in education records, directory data, and other non-public information for the purposes of Texas and Federal laws and regulations. Data as specified in Exhibit B is confirmed to be collected or processed by the Operator pursuant to the Services. Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Operator’s services.

**De-Identified Information (DII):** De-Identified Information is Data subjected to a process by which any Personally Identifiable Information (“PII”) is removed or obscured in a way that eliminates the risk of disclosure of the identity of the individual or information about them, and cannot be reasonably re-identified.

**Data Destruction:** Provider shall certify to the District in writing that all copies of the Data stored in any manner by Provider have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.

**NIST 800-63-3:** Draft National Institute of Standards and Technology (“NIST”) Special Publication 800-63-3 Digital Authentication Guideline.

**Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, Data, metadata, and user or pupil-generated content obtained by reason of the use of Operator’s software, website, service, or app, including mobile apps, whether gathered by Operator or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Data.

**Pupil-Generated Content:** The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Subscribing LEA:** A LEA that was not party to the original Services Agreement and who accepts the Operator’s General Offer of Privacy Terms.

**Subprocessor:** For the purposes of this Agreement, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Operator, who Operator uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Operator’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

**Texas Student Privacy Alliance:** The Texas Student Privacy Alliance (TXSPA) is a collaborative group of Texas school districts that share common concerns around student privacy. The goal of the TXSPA is to set standards of both practice and expectations around student privacy such that all parties involved have a common understanding of expectations. The Texas K-12 CTO Council is the organization that sponsors TXSPA and the TXSPA is the Texas affiliate of the National Student Privacy Consortium.

**EXHIBIT "D"**

SAMPLE REQUEST FOR RETURN OR DELETION OF DATA

**Instructions:** This Exhibit is optional and provided as a sample ONLY. It is intended to provide a LEA an example of what could be used to request a return or deletion of data.

\_\_\_\_\_ directs \_\_\_\_\_ to  
LEA OPERATOR

dispose of data obtained by Operator pursuant to the terms of the Service Agreement between  
return LEA and Operator. The terms of the Disposition are set forth below:

**1. Extent of Return or Disposition**

Return or Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Return or Disposition is Complete. Disposition extends to all categories of data.

**2. Nature of Return or Disposition**

Disposition shall be by destruction or deletion of data.

Return shall be by a transfer of data. The data shall be transferred to the following site as follows:

**3. Timing of Return or Disposition**

Data shall be returned or disposed of by the following date:

- As soon as commercially practicable
- By the following agreed upon date:

**4. Signatures**

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date:

**5. Verification of Disposition of Data**

\_\_\_\_\_  
Authorized Representative of Operator

\_\_\_\_\_  
Date:

**EXHIBIT “ E”**

GENERAL OFFER OF PRIVACY TERMS

**Instructions:** This is an optional Exhibit in which the Operator may, by signing this Exhibit, be bound by the terms of this DPA to any other Subscribing LEAs who sign the acceptance in said Exhibit. The originating LEA SHOULD NOT sign this Exhibit, but should make Exhibit E, if signed by an Operator, readily available to other Texas K-12 institutions through the TXSPA web portal. Should a Subscribing LEA, after signing a separate Service Agreement with Operator, want to accept the General Offer of Terms, the Subscribing LEA should counter-sign the Exhibit E and notify the Operator that the General Offer of Terms have been accepted by a Subscribing LEA.

**1. Offer of Terms**

Operator offers the same privacy protections found in this DPA between it and

and which is dated [ ] to any other LEA (“Subscribing LEA”) who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Operator’s signature shall not necessarily bind Operator to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Operator and the other LEA may also agree to change the data provided by LEA to the Operator to suit the unique needs of the LEA. The Operator may withdraw the General Offer in the event of:

- (1) a material change in the applicable privacy statutes;
- (2) a material change in the services and products listed in the Originating Service Agreement;
- (3) the expiration of three years after the date of Operator’s signature to this Form.

Operator shall notify the Texas Student Privacy Alliance (TXSPA) in the event of any withdrawal so that this information may be may be transmitted to the Alliance’s users.

**Operator’s Representative:**

BY: *Katie Jaron*

Date: May 13, 2026

Printed Name: Katie Jaron

Title/Position: Chief Program Officer

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Operator, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and Operator shall therefore be bound by the same terms of this DPA. The Subscribing LEA, also by its signature below, agrees to notify Operator that it has accepted this General Offer, and that such General Offer is not effective until Operator has received said notification.

**Subscribing LEA’s Representative:**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Keeley Boyer

Title/Position: Superintendent

**EXHIBIT “F”**

DATA SECURITY

1. **Operator’s Security Contact Information:**

**Namrita Chawla** \_\_\_\_\_ [Box 26]

Named Security Contact

**nchawla@holdsworthcenter.org** \_\_\_\_\_ [Box 27]

Email of Security Contact

**(310) 733-7819** \_\_\_\_\_ [Box 28]

Phone Number of Security Contact

2. **List of Operator’s Subprocessors:**

[Box 29]

3. **Additional Data Security Measures:**

[Box 30]






# APP MOU\_Ector County ISD\_Updated with DPA

Final Audit Report

2026-05-13

Created:	2026-05-13
By:	Julia Perry (jperry@holdsworthcenter.org)
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-  Document created by Julia Perry (jperry@holdsworthcenter.org)  
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