

SPONSORSHIP AND PROGRAM SUPPORT AGREEMENT

This Sponsorship and Program Support Agreement ("Sponsorship Agreement") is entered into as of February 6, 2025 ("Effective Date") by and between **Grapevine-Colleyville Independent School District** ("GCISD") and Baylor Regional Medical Center at Grapevine d/b/a **Baylor Scott & White Medical Center – Grapevine** (hereinafter referred to as "Sponsor"). GCISD and Sponsor may be referred to individually as a "Party" or "Parties."

In consideration of the covenants and conditions contained in this Sponsorship Agreement, GCISD and Sponsor agree as follows:

A. GCISD's Obligations

In consideration of the Sponsorship Payment (defined below), GCISD agrees that it will (1) provide to Sponsor the Sponsorship Benefits set forth in Attachment "A," attached hereto and incorporated herein by reference, in the manner and time indicated; and (2) also use funds from the Sponsorship Payment for the daily operations of GCISD, which may include staff development, enhancement of instructional curriculum, and after school /extracurricular program development. This Sponsorship Agreement is for a term of five (5) years beginning February 1, 2025, and ending January 31, 2030, unless earlier terminated as provided herein. GCISD represents and warrants that GCISD's performance of this Sponsorship Agreement does not violate any existing agreement or obligation between GCISD and a third party.

B. Sponsor's Obligations

1. Sponsor will pay two hundred thousand dollars (\$200,000) per year ("Sponsorship Payment"). The first payment is due on or around February 20, 2025. The remaining annual payments shall be made on or before February 20st of each year.
2. In addition to the Sponsorship Payment, Sponsor will provide the Program Support elements set forth in Attachment "B" attached hereto and incorporated herein by reference, in the manner and time indicated.
3. At the ending date of this Sponsorship Agreement, the Parties shall have the right to enter into a new sponsorship agreement for the same level of sponsorship based on the then-current terms for such sponsorship. To exercise this right, either Party shall provide written notice of such election to the other Party at least one hundred eighty (180) days prior to the ending date of this Sponsorship Agreement. Sponsor recognizes that the GCISD Board of Trustees must approve a new Sponsorship Agreement at an Open Board Meeting.
4. Sponsor acknowledges that it is Sponsor's obligation to determine the tax consequences of this Sponsorship Agreement and that GCISD has made no representations to Sponsor in that regard.

C. General Terms

1. Logos and Trademarks.

- a. During the term of this Sponsorship Agreement, Sponsor shall have the non-exclusive right to use only those trademarks, names, service marks and/or logos belonging to GCISD (the "GCISD Marks") that are identified in Attachment "A" for the sole purpose of promoting Sponsor's relationship with GCISD as a sponsor. Sponsor shall not acquire any ownership interest in the GCISD Marks, nor shall it have the authority to transfer or confer any ownership interests in them. Sponsor shall use the GCISD Marks only in a manner and form that maintains GCISD's accrued goodwill and reputation, protects

GCISD's ownership interests therein, and fully complies with applicable law. Upon termination or expiration of this Sponsorship Agreement, Sponsor shall promptly cease use of GCISD's Marks.

- b. During the term of this Sponsorship Agreement, GCISD shall have the non-exclusive right to use the trademarks, names, service marks and/or logos belonging to Sponsor (the "Sponsor Marks") that are identified in Attachment "B" for the sole purpose of promoting Sponsor's relationship with GCISD as a sponsor. GCISD shall not acquire any ownership interest in the Sponsor Marks, nor shall it have the authority to transfer or confer any ownership interests in them. GCISD shall use the Sponsor Marks only in a manner and form that maintains Sponsor's accrued goodwill and reputation, protects the Sponsor's interests therein, and fully complies with applicable law. Upon termination or expiration of this Sponsorship Agreement, GCISD shall promptly cease use of Sponsor's Marks.
 - c. Except as provided herein, neither party may use the other party's trademark, name, logo, or service mark in advertising, written sales promotions, press releases, on their respective websites, and in other publicity matters, unless a party specifically provides written approval to do so.
2. **Force Majeure.** Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, if and to the extent that the Party's failure of or delay in performance is due to a Force Majeure Event, provided that the Party uses reasonable efforts to overcome or mitigate the effects of such occurrence.
 - a. "Force Majeure Event" means any cause beyond the reasonable control of a Party, including, without limitation, drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism, explosions, strikes, lock-outs or labor disputes, the existence of hazardous waste, unforeseen subsurface conditions, orders of any governmental entity, the absence, suspension, termination, interruption, denial, or failure of renewal of, or the pendency of any litigation relating to, any entitlements, applicable permits or any changes in law.
 - b. In the event either GCISD is unable to perform its obligations hereunder due to a Force Majeure Event, Sponsor shall be entitled to, at no additional cost to Sponsor, an extension of the term of this Sponsorship Agreement for a period of time equal to the period of time GCISD was unable to perform its obligations hereunder. In the event that Sponsor is unable to perform its service obligations hereunder due to a Force Majeure Event, GCISD shall be entitled to an extension of the term of this Sponsorship Agreement for a period of time equal to the period of time Sponsor was unable to perform its service obligations hereunder. Payment of the Sponsorship obligation is not subject to Force Majeure. In the event a Party is continuously unable to perform its obligations hereunder for a period of three (3) months, the other Party shall have the right to terminate this Sponsorship Agreement after providing the notice and opportunity to cure required by paragraph 17 below.
3. **Changes in Sponsor Marks.** In the event Sponsor changes the Sponsor Marks during the term of this Sponsorship Agreement, Sponsor may change the signs and other advertising opportunities provided to Sponsor pursuant to this Sponsorship Agreement. However, any costs associated with changing the signs and other advertising opportunities, including costs incurred by GCISD, shall be paid by Sponsor.
4. **Binding Agreement.** This Sponsorship Agreement shall be binding on and inure to the benefit of GCISD, Sponsor and their respective successors, heirs, executors, administrators, and legal representatives.

5. **Authority.** GCISD and Sponsor represent that all appropriate and necessary action has been taken to authorize the individuals executing this Sponsorship Agreement on behalf of GCISD and Sponsor to sign this Sponsorship Agreement.
6. **Assignment.** This Sponsorship Agreement shall not be assigned by GCISD or Sponsor without the prior written consent of the other Party.
7. **Criminal History.** Texas Education Code § 22.0834 requires entities that contract with school districts to obtain criminal history record information regarding covered employees. Covered employees include any employee of the Sponsor who will be entering GCISD property that is not at an event designed for the public. Covered employees with a Disqualifying Criminal History, as defined in Attachment D attached hereto and incorporated herein by reference are prohibited from entering the property of a school district. Sponsor, at its sole cost and expense, shall obtain criminal history records for all covered employees in accordance with federal and state law through the criminal history clearinghouse as provided by § 411.0845, Texas Government Code (Department of Public Safety's criminal history clearing house). If Sponsor is unable to perform a criminal history check that complies with Texas Education Code § 22.0834, Sponsor shall submit to GCISD the name and all necessary identifying information to enable GCISD to obtain the state and national criminal history information on Sponsor's employees before they perform any unsupervised services under the Agreement at a GCISD property. The Sponsor's submission will include the employee's written authorization for GCISD to obtain such criminal history information. GCISD shall provide Sponsor with information on where to obtain the required fingerprint-based criminal history check. Sponsor shall pay for the cost of obtaining the criminal history at the fingerprinting location.
8. **No Warranty by District Against Infringements.** The Sponsor represents to the District that, to the best of Sponsor's knowledge, the Sponsor has all rights and releases required to allow the display of submitted advertising information by GCISD. By submission of advertising, Sponsor represents to the GCISD that to the best of its knowledge, all advertising subject and content will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person restricting display of such advertising subject and content and the Sponsor does not know of any valid basis for any such claims. Sponsor shall, at its sole expense, defend, indemnify, and hold the GCISD harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from any third party claim assessed against the GCISD alleging a breach by Sponsor of the foregoing representation, unless such claims are the result of the negligence and or misconduct of the GCISD.
9. **No GCISD Indemnification & Hold Harmless.** Sponsor recognizes that GCISD is a political subdivision of the State of Texas and the Texas Constitution prohibits GCISD from giving indemnities. Notwithstanding any contrary provisions of the Agreement, Sponsor recognizes that the GCISD cannot legally indemnify Sponsor or any other entity and that the GCISD does not agree to do so. Any provisions requiring GCISD to indemnify Sponsor or others are void and of no effect. GCISD and its employees can neither agree to hold the Sponsor harmless nor agree to indemnify the Sponsor, and any provisions in the Agreement to the contrary are void.
10. **Severability.** In the event a term, condition, or provision of this Sponsorship Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction then that term, condition, or provision, shall be deleted and the remainder of the Sponsorship Agreement shall remain in full force and effect as if such provision had never been contained herein.
11. **Applicable Law.** This Sponsorship Agreement shall be construed under the laws of the State of Texas with venue for any suit, either federal or state, in Tarrant County, Texas.

12. **Waiver**. The failure of either Party to enforce any of the provisions of this Sponsorship Agreement, at any time, shall not in any way affect, limit, or waive such Party's right thereafter to enforce or compel strict compliance with this Sponsorship Agreement.
13. **Sovereign Immunity**. The Parties agree that GCISD has not waived its sovereign immunity by entering into this Sponsorship Agreement.
14. **Drafting**. This Sponsorship Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Sponsorship Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.
15. **No Third Party Beneficiaries**. Nothing in this Sponsorship Agreement shall be construed to create any right in any third party not a signatory to this Sponsorship Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Sponsorship Agreement.
16. **Confidentiality of Terms**. The Parties agree to maintain in confidence the specific terms and conditions of this Sponsorship Agreement except to the extent that a proposed disclosure of the specific terms or conditions hereof by either Party is required by law or is authorized in advance in writing by the other Party. If a Party is requested to disclose any terms or conditions of this Sponsorship Agreement, the Party receiving such request shall provide immediate notice to the other Party to this Sponsorship Agreement. Sponsor understands that GCISD is subject to the Texas Public Information Act and that certain information provided to GCISD by Sponsor may be released pursuant to that law. Additionally, Sponsor understands that GCISD is subject to the Texas Open Meeting Act and that the Board's approval of the Agreement will be on the agenda and considered in an Open Meeting.
17. **Termination**. GCISD and Sponsor may terminate this Sponsorship Agreement with sixty (60) days' written notice if either Sponsor or GCISD breaches a material term of this Sponsorship Agreement and fails to remedy said breach within thirty (30) days after receiving written notice of the breach from the other Party. Either Party may terminate this Sponsorship Agreement without cause at any time with one-hundred eighty (180) days' written notice to the other Party. Upon a no-cause termination by Sponsor, Sponsor shall pay GCISD \$100,000 within thirty (30) days of the notice and thereafter is relieved of its contractual obligations to provide services or benefits to GCISD after the date of termination. Upon a no-cause termination by GCISD, GCISD shall be relieved of its contractual obligations to provide services or benefits to Sponsor after the date of termination and will provide a prorated refund of Sponsor's payment for termination that occurs in the middle of a year.
18. **Notice**. Any notice to be given or to be served upon a Party hereto in connection with this Sponsorship Agreement must be in writing and must be given by hand delivery, certified mail, or registered mail. Notice given by certified mail or registered mail shall be deemed to have been given and received five days after a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail. Such notice shall be given to the Parties hereto at the address set forth below. Either Party hereto may designate any other address in substitution of the address below to which such notice shall be sent.

If Notice to GCISD:
Grapevine-Colleyville I.S.D.
Attention: Superintendent
3051 Ira E. Woods Ave.
Grapevine, TX 76051

With a copy to:

Leasor Crass P.C.
Attn: Mike Leasor
302 W Broad St, Mansfield, TX 76063
Mansfield, Texas

If Notice to Sponsor:

Baylor Scott & White Medical Center – Grapevine
Attention: President
1650 W. College St.
Grapevine, TX 76051

With a copy to:
BSWH Legal Department
301 North Washington Ave.
Dallas, TX 75246

IN WITNESS WHEREOF, the Parties execute this Sponsorship Agreement.

Grapevine-Colleyville Independent School District

Signature: _____
Name: Shannon Braun
Title: President, GCISD Board of Trustees
Date: _____

Baylor Regional Medical Center at Grapevine d/b/a
Baylor Scott & White Medical Center – Grapevine

Signature: Naman Mahajan
Name: Naman Mahajan
Title: President
Date: 2-4-25

Attachment "A"

Sponsorship Benefits

1. Involvement in "Walk a Mile with GCISD" community event (May 2025, final date TBD) or any future health/wellness event that might replace "Walk a Mile" in the future:
 - o Sponsor will be allowed to bring tables/booths
 - o The current event will transition into a health/wellness fair style event
2. Signage placed inside Mustang Panther Stadium
 - o GCISD to provide a Sponsor-provided logo (Live Well) at two opposite 20-yard lines painted on the turf field to promote wellness
 - o Sponsor to provide two pop-up banners that will be placed in the press box, two placed near the home concession areas, and one placed at the visitor concession area for a total of five popup banners
3. Distribution of health and wellness educational materials in staff and family e-newsletter
 - o One update per month in both staff and family newsletters (Sponsor to provide content)
4. Lunch and Learn opportunities for staff and families scheduled through the GCISD Communications Department
 - o Held quarterly, as scheduled with GCISD by Sponsor
5. Bronze-level convocation sponsorship package included with the option to pay the difference for higher-level sponsorship packages (Bronze-level includes being listed as a Sponsor on convocation event collateral, 1/8 screen logo at the event.)
6. Addition as a district-recognized and affiliated school support organization in the GCISD Electronic and Printed Materials Administrative Regulation, providing the ability to distribute digital flyers to families and staff through Peachjar (an electronic flyer distribution system) (Sponsor to provide the flyers)
7. Participation in varsity GHS and CHHS Homecoming games as well as the annual varsity Red Rail game
 - o Sponsor will be allowed to have two tables during the games to distribute health-related information (e.g., QR codes or other digital means or tchotchkes). No paper or other products that can create trash/debris may be distributed.
8. Participation in 12 campus or district athletic or fine arts events per year (GCISD to provide list)
 - o Tables set up to distribute health-related information digitally
9. Two 30-second public overhead announcements at GCISD varsity home football games held at Mustang-Panther Stadium (Sponsor to provide script)
10. Display one (1) thirty (30) second video on the stadium video board before home varsity football games (Sponsor to provide video)

GCISD shall provide Sponsor in advance with any required technical specifications for the Sponsorship Benefits in order to enable Sponsor to design and produce the required elements.

Attachment "B"

Program Support Elements

1. Educate community members (student body/family and staff/family of GCISD) about healthcare services offered locally (e.g., digital flyers sent through Peachjar, GCISD e-newsletters, programs, and tables at events).
2. Educate GCISD students about opportunities in healthcare careers at times and locations agreed upon by GCISD and Sponsor (no less than twice yearly at an elementary school or middle school of GCISD's choosing).
3. Develop and offer health information (e.g., includes guest speakers covering health-related topics) in conjunction with GCISD to educate community members (student body/family and staff/family of GCISD) about preventative healthcare and early detection (at least once each year).
4. Provide speakers and educational programs about healthcare needs at different life stages for targeted student body/family and staff/family of GCISD at times and locations agreed upon by GCISD and Sponsor (at least three times during the five-year period of the Sponsorship Agreement).

Attachment "C"

Sponsor Marks

Multiple full-color options and single-color options.





Baylor Scott & White

MEDICAL CENTER

GRAPEVINE



Baylor Scott & White

MEDICAL CENTER

GRAPEVINE



Baylor Scott & White

MEDICAL CENTER

GRAPEVINE



Baylor Scott & White

MEDICAL CENTER

GRAPEVINE



Baylor Scott & White

MEDICAL CENTER

GRAPEVINE



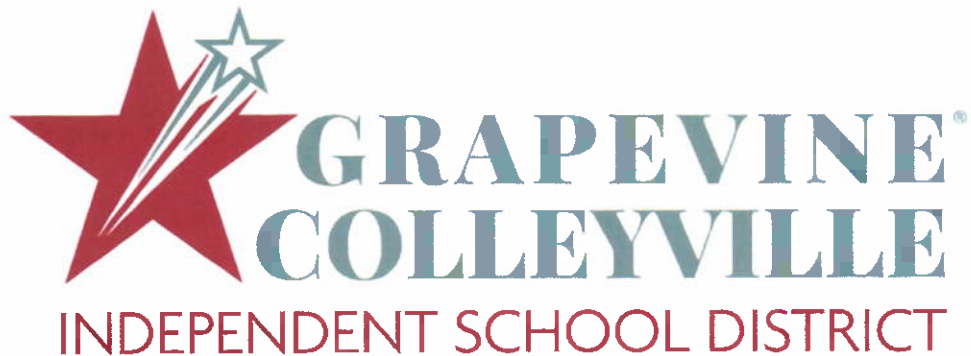
Baylor Scott & White

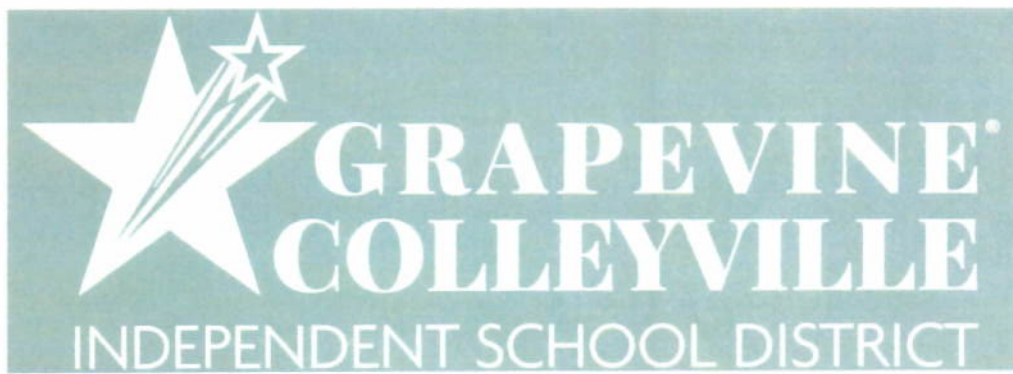
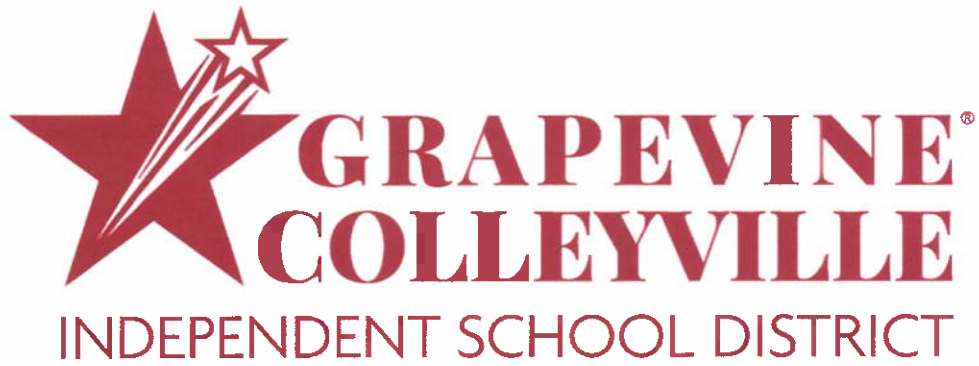
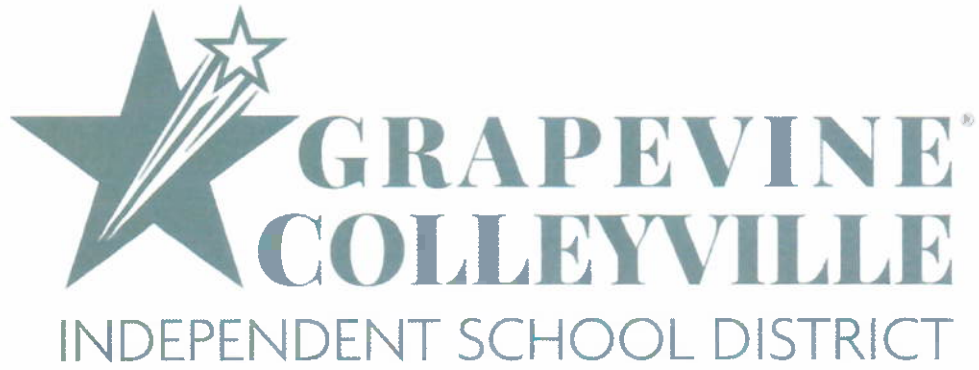
MEDICAL CENTER

GRAPEVINE

GCISD Marks

Multiple full-color options and single-color options.







Attachment “D”

Disqualifying Criminal History

“Disqualifying Criminal History” means any conviction or other criminal history information designated below; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code § 21.060 and 19 Texas Administrative Code § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

Sponsor shall not permit any employee to render services when those employees have charges pending, have been convicted of, received probation for, or deferred adjudication for:

- Any offense against a child,
- Any sex offense,
- Any crimes against persons involving weapons or violence,
- Any felony offenses involving controlled substances,
- Any felony offense against property; or
- Any other offense that, in the district’s sole discretion, might compromise the safety of students, staff, or property.