



Agreement Between the DeSoto Independent Campus District and “2 Inspire Peace” for: DeSoto ISD Campuses, Therapeutic Zen Den & Wellness Spaces

This Agreement is entered into effective as of, November 11, 2024 by and between the DeSoto Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within DeSoto, Dallas County, Texas (herein referred to as “The District”) and, (herein referred to as “2 Inspire Peace”). Any future changes to this Agreement must be executed in writing and signed by the parties.

1. Duties and responsibilities of Contractor:

- i. “2 Inspire Peace”, will be providing Zen Den/Wellness therapeutic spaces across 10 DeSoto ISD campuses to create calming and therapeutic space for students, according to the terms of this Agreement.
 - Campus Program detail: See Exhibit A
- ii. If mutually agreed upon, Contractor will provide Zen/Wellness therapeutic spaces, see attached “Exhibit B”
- iii. Contractor will occupy only the designated space during campus operating hours as determined by the campus principal. Alternate space may be provided should the designated space be needed for campus related functions, provided that any alternate space satisfies applicable Texas licensing requirements.
- iv. Contractor’s program shall include the features, operating hours and costs as described in the Program Overview and other materials developed by Contractor and delivered to District (the “Program Materials”), attached as **Exhibit “A”**.
- v. Contractor is solely responsible for the provision of all appropriate supplies, equipment, and facilities necessary to provide services pursuant to this Agreement.

2. Duties and responsibilities of The District:

- i. District will provide the Contractor with access to, and use of, the designated District facilities in a manner reasonably sufficient to permit Contractor to provide the licensed services described in this Agreement. The District shall

maintain such facilities in a safe and usable condition.

- ii. The District will provide reasonable assistance to Contractor to promote availability of the program described in this Agreement to parents of children enrolled in the District and will allow distribution of Contractor's marketing and recruitment materials approved by the District in accordance with applicable Board Policy.

The District will allow Contractor access to the Open Internet for Contractor's purposes related to providing the contracted services to the extent such internet is provided and operational at the Campus. The District shall not provide internet access or service for the Contractor beyond what is currently installed and in existence on the Campus.

- iii. The District will permit Contractor's use of campus phones in designated areas for Contractor's business and state licensing requirements to the extent such telephones are provided and operational at the Campus. The District shall not provide telephone access or service for the Contractor beyond what is currently installed and in existence at the Campus.
- iv. The contractor will inform The District regarding any 911 or emergency calls made from the District site.

3. Term:

- i. This Agreement shall commence on, November 11 ,2025 and conclude on, May 31, 2025 for students during the 2024-25 campus year.

4. Program Fees: Contractor fees: See Exhibit A

5. Fees For Building Use:

- i. Contractor will not be charged for use of the designated district facilities as the services and programs serve a public purpose for the students of DeSoto ISD.

6. Termination:

- i. The parties hereto may terminate this Agreement by mutual written consent after ninety (90) calendar days written notice to the parents of the students participating in the Program, or without prior notice to parents if campus is adjourned for summer break.

7. **Compliance with Laws:**

Contractor agrees to exercise best efforts to comply in all material respects with any applicable federal, state, or local laws and regulations in providing the services contemplated by this Agreement, provided that the District shall be solely responsible for ensuring that the District facilities made available to Contractor for operation of the program comply with all applicable laws related to the use of those facilities for the purposes described in this Agreement. In the event the action, inaction and/or negligence of the Contractor and/or its employees, representatives and/or agents creates a condition at the Campus causing the Campus facilities to not comply with any applicable laws related to use of the facilities for the purposes described in this Agreement, the Contractor, and not The District, shall be solely liable for repair of such condition.

8. **Notices:**

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To District: DeSoto Independent School District
Name of District Contact: Primary District Contact: Elizabeth Bostic
Address: Primary District Address: 200 E. Beltline Road
City, State ZIP Code: DeSoto, TX 75115

To Contractor:
Contractor Firm Name: Contractor/2 Inspire Peace:
Name of Vendor Contact: Contractor Contact Person: Nakisha Patton Handy
Address: Street Address: 1914 Skillman Street, Suite 110-186
City, State ZIP Code: Dallas, Texas 75206

9. **Maintenance of Records:**

The books, records, and documents of the respective parties to this Agreement as far as they relate to work performed or money paid or received under this Agreement, shall be maintained for a period of three (3) full years; or for the period required by law from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the other party or its duly appointed representatives.

10. **Maintenance of Property:**

Any District property, including but not limited to books, records, and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, ordinary wear and tear excepted, and shall be returned to Campus by Contractor upon termination of this Agreement. Any of Contractor's property, including but not limited to books, records, and equipment, that is in the Campus's possession shall be maintained by the Campus in good condition and repair, ordinary wear and tear excepted, and shall be returned to Contractor by the Campus upon termination of this Agreement.

11. **Employment Practices:**

Contractor shall not engage in any employment practices that involve discrimination based on race, creed, color, national origin, age, or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

12. **Non-discrimination:**

Contractor will enroll students in its programs without discrimination as to race, color, gender, national origin, creed, religious beliefs, or ethnicity. Campus will not exclude children with disabilities from their programs unless their presence poses a *direct threat* to the health or safety of themselves or others or requires a *fundamental alteration* of the program for them to attend. Sites will make *reasonable accommodations* to their policies and practices to integrate children, parents, and guardians with disabilities into their programs unless doing so would constitute a *fundamental alteration* of the program.

13. **Inappropriate Behavior**

- i. Sexual harassment of employees of the Contractor, employees of the District, or students of the District by the Contractor or the Contractor's employees is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct is subject to immediate removal from District property.
- ii. The Contractor and all individuals under its control must comply with District Board Policies, which are available at the following web address: <https://pol.tasb.org/PolicyOnline?key=362>. In the event that the Contractor or an individual under its control violate a District Board Policy, the District may terminate this Contract without penalty, or otherwise require the Contractor to exclude the violating individual from performing services under this Agreement.
- iii. The Contractor will be responsible to the District for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the

Contractor. It is understood and agreed that the relationship of the Contractor to the District will be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make the Contractor the agent, servant, or employee of the District, or (2) to create any partnership, joint venture, or other association between the District and the Contractor. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement will relate to the results the District desires to obtain from the Contractor and must not affect the Contractor's independent contractor status described herein.

- iv. The Contractor must enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free policies and zones, which will require compliance with those policies and zones by the Contractor's employees, subcontractors, and all other persons carrying out the Agreement. The Contractor must also require adequate and appropriate dress and identification of the Contractor's employees, subcontractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, the Contractor must further ensure that no on-site fraternization will occur between personnel under the Contractor's supervision and the District's students, employees, or the public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

14. ***Insurance:***

During the term of this Agreement, Contractor shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00. Prior to commencement of performance of this Agreement, Contractor will deliver to the Campus a certificate evidencing required insurance coverage, in a form reasonably satisfactory to the Campus. Throughout the term of this Agreement, Contractor shall provide an updated certificate of insurance coverage upon expiration of the current certificate.

Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case notice shall be ten (10) days), termination, non-renewal or modification to the Contractor's Policy(ies) required under this Agreement.

Upon District's request, the Contractor must furnish the District with certificates of insurance evidencing the Contractor's insurance coverage is consistent with the terms of this Agreement. The Contractor must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain

the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to the Contractor. Additionally, the Contractor must be liable to the District for all damages incurred due to the Contractor's failure to fulfill the agreement terms. The Contractor must name the District as an additional insured.

Workers' Compensation/Employers' Liability: The Contractor shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable. The required Workers' Compensation/Employers' Liability coverage is found in Exhibit "B", as designated in the RFQ.

15. Indemnification:

The Contractor shall accept full and complete responsibility for the operation and supervision of the child-care program it operates at Campus during the term of this Agreement and holds the District and the Campus free, harmless and indemnified from and against any and all claims, suits, or causes of action resulting from or out of the operation of the Contractor's child care program at the Campus.

- i. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001-131.005, as amended. This section must survive the termination of Agreement.
- ii. The Contractor understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

16. District's Obligations Under State and Federal Law

The Contractor acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. The Contractor agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. The Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential or proprietary fall within an exception to public disclosure.

17. Criminal Background Check:

During the term of this Agreement, Contractor shall maintain records to verify that each

employee who is engaged or utilized by Contractor to provide childcare services pursuant to this Agreement will have undergone a state and national criminal background check. Evidence of criminal background checks shall be provided to the District prior to commencement of performance of this Agreement. Throughout the term of this agreement, Contractor shall provide updated background checks upon the employment of new personnel. Contractor agrees not to employ in the Program any person who is a registered sex offender, is charged with a crime involving a sexual assault of any type, is charged with or convicted of a felony, or is charged or convicted of an assault on a child of any age. The District reserves the right to refuse entry onto campus premises of any agent, representative or employee of Contractor. In the event the District prohibits entry onto campus premises of any agent, representative or employee of the Contractor, the District shall notify the Contractor's agent and the reason for such refusal of access.

18. Annual Sex Offender Registry Check:

In accordance with Texas General Law, the Contractor shall annually ensure all employees or contracted personnel in direct interaction or contact with the students are not listed on the National Sex Offender Registries. Any person listed on such registries shall not be allowed to provide services in the District under any circumstances.

Contractor employees and contracted personnel in direct interaction or contact with students will adhere to campus procedures regarding safety and security.

19. Attorney Fees:

In the event either party deems it necessary to take legal action to enforce any provision of this Agreement, each party in such legal action shall assume responsibility of respective expenses of such action.

20. Assignment:

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, to the extent allowed by law. Any assignment of this Agreement by either party shall not relieve the assigning party from its obligations hereunder unless agreed upon in writing by the other party.

21. Entire Agreement:

This Agreement sets forth the entire agreement between the parties regarding the subject matter herein and shall govern their respective duties and obligations.

22. Modification of Agreement

This agreement may be modified only by written amendment executed by all parties.

23. Force Majeure:

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause similar or dissimilar in nature beyond its control.

24. Governing Law:

The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Texas.


25. Severability:

Should any provision of this agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be served and shall not affect the validity of the remaining provisions of this agreement.

IN WITNESS WHEREOF, the authorized representatives of each of the parties, each representing to the other that this Agreement has been duly approved by all required action of the governing body of their represented party and that they have been authorized to execute and deliver this Agreement on behalf of their represented party, have executed this Agreement in the capacities set forth below, effective as of the day and year first above written.

{Add Contractor Name}

Nikisha Patton Handy
By: Executive Director of 2 Inspire Peace

 11/1/2024
DeSoto Independent Campus District

By: _

Attest: _

EXHIBIT A

Scope of Work

Pricing

Category	Requirements from 2 Inspire Peace (Vendor)	Requirements from the School District	Requirements from Each Campus
Consultation and Design	<ul style="list-style-type: none"> - Create detailed designs for each campus, adjusting for room sizes and campus-specific needs. - Finalize material lists for each campus. - Confirm schedules and training plans. 	<ul style="list-style-type: none"> - Ensure principals provide room size information and available time slots. - Facilitate smooth scheduling of installations and training. 	<ul style="list-style-type: none"> - Ensure the assigned room is cleared and ready for installation. - Confirm availability of a contact person for the installation team.
Installation and Materials	<ul style="list-style-type: none"> - Order necessary materials. - Install Zen Dens by the specified dates. - Ensure all zones (Meditative, Sensory, Motion, Restorative) are set up correctly. 	<ul style="list-style-type: none"> - Ensure district administration is aware of the project timeline. - Approve final designs and material orders. - Sign necessary contracts. 	
Training	<ul style="list-style-type: none"> - Provide on-site training for Stronger Connections campuses. - Offer virtual training for selected staff at other campuses. - Ensure staff understand how to use all zones. 	<ul style="list-style-type: none"> - Ensure necessary contracts are signed. - Provide feedback on installations and training progress. 	<ul style="list-style-type: none"> - Ensure designated staff attend training (on-site or virtual).
Ongoing Support and Adjustments	<ul style="list-style-type: none"> - Provide support throughout the installation and training. - Gather feedback from campuses. - Submit final project reports to district administration. 	<ul style="list-style-type: none"> - Review final data reports and evaluate the Zen Den's impact on emotional well-being and behavior. 	<ul style="list-style-type: none"> - Provide feedback after installation and training. - Maintain communication with the district about Zen Den functionality.

Exhibit A: Program Overview for Zen Den Installations

Program Name: Zen Den Installation and Wellness Program

Contractor: 2 Inspire Peace

- **Contact Person:** [2 Inspire Peace Inc, 1914 Skillman Street, Suite 110-186, 833-732-2310]
 - **Email:** [info@2inspirepeace.org]
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Project Overview:

The Zen Den Installation and Wellness Program, provided by 2 Inspire Peace, aims to create calming and therapeutic spaces in various schools across DeSoto ISD. These Zen Dens will provide students with a designated area for mindfulness practices, sensory experiences, and emotional regulation activities to improve their overall well-being.

2 Inspire Peace will design, install, and provide training for all Zen Den spaces across selected campuses. Each Zen Den will have four key zones: Meditative, Sensory, Motion, and Restorative Zones, designed to support students' emotional and mental well-being.

Key Features:

1. **Zen Den Zones:**
 - **Meditative Zone:** A calm space for journaling, breathing exercises, and quiet reflection.
 - **Sensory Zone:** Provides aromatherapy, walls, customizable lighting, and tactile experiences to engage the senses and calm the mind.
 - **Motion Zone:** Includes craft-making stations and mindful movement activities, encouraging physical engagement for emotional regulation.
 - **Restorative Zone:** A designated space for restorative practices, conflict resolution, and emotional reset conversations.
2. **Program Materials:** Each Zen Den will include:
 - Sensory walls for tactile engagement.
 - Meditation stations are equipped with soft furnishings for comfort.
 - Customizable lighting and aromatherapy options.
 - Craft-making materials for creative expression.
 - Tools and visual aids for stimulating conversations and conflict resolution.
3. **Campus-Specific Designs:** Each Zen Den's design will be customized based on room size and available space at each campus. Larger campuses will receive full-featured installations, while smaller campuses will receive a tailored version to fit their space requirements, ensuring all four zones are included in every design.
4. **Staff Training:** 2 Inspire Peace will train staff at each campus to ensure proper use and maintenance of the Zen Den spaces. Training will include:
 - How to guide students through the different zones.
 - Managing emotional regulation using the available tools.
 - Utilizing the space for conflict resolution and restorative practices.

Project Timeline:

- **Start Date:** [October 28, 2024]
- **Completion Date:** May 31, 2025

The installation will occur in phases across various campuses, with each installation and training session completed according to the pre-approved timeline. Training will be provided either on-site or virtually, depending on the campus size and needs.

Budget Overview:

- **Total Budget:** \$100,000 allocated across ten campuses
- **Package Costs:**
 - Stronger Connections campuses: \$30,000
 - Non-Stronger Connections campuses: \$70,000

Each campus will have a specific budget allocation based on the size and scope of the Zen Den installation. The overall project budget includes additional costs related to material procurement and training.

Implementation Locations:

- **Stronger Connections Campuses:**
 - DeSoto High School (2 Zen Dens)
 - West Middle School (1 Zen Den)
 - Cockrell Hill Elementary (1 Zen Den)
 - **Non-Stronger Connections Campuses:**
 - McCowan Middle School
 - Ruby Young P-STEAM Academy
 - DAEP
 - The Meadows
 - Woodridge Elementary
 - KJ
 - Amber Terrace Elementary (Upgrade)
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Objectives:

- **Improvement of Emotional Well-being:** To provide students with a designated safe space for emotional regulation and mindfulness.
- **Conflict Resolution:** Utilize restorative practices in a dedicated zone to improve student outcomes in conflict management.
- **Enhanced Learning Environment:** To foster a calming environment that encourages students to return to learning with a clearer, more focused mindset.

End of Exhibit A

EXHIBIT B

Schedule of Services

2InspirePeace

2InspirePeace Zen Den Package Structure

Package 1: The Harmony Suite (Stronger Connections Campuses)

Budget Allocation: \$30,000 (\$7,500/Zen Den)

Campuses: DeSoto High School (2 Zen Dens), West Middle School (1 Zen Den), Cockrell Hill Elementary (1 Zen Den)

- **All Four Zones:**
 - **Meditative Zone:** Comprehensive breathing exercises, journaling stations, and quiet reflection areas.
 - **Sensory Zone:** Full-featured aromatherapy, sensory walls, customizable lighting, and tactile experiences.
 - **Motion Zone:** Craft-making materials, mindfulness movement equipment, and meditation stations.
 - **Restorative Zone:** Complete restorative practices setup, including tools for restorative conversations and emotional reset.
 - **Room Size:** 250-300 square feet per Zen Den to accommodate up to 10 students or 3 for individual use.
 - **Training:** On-site staff training to cover all zones and advanced features for restorative practices.
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Package 2: The Serenity Experience (Mid-Level Package for Non-Stronger Connections Campuses)

Budget Allocation: \$46,050 (\$15,350/campus)

Campuses: McCowan Middle School, Ruby Young P-STEAM Academy, DAEP

- **All Four Zones:**
 - **Meditative Zone:** Journaling stations and breathing exercises, but with simpler tools.
 - **Sensory Zone:** Basic aromatherapy, sensory walls, and customizable lighting.
 - **Motion Zone:** Light movement tools and craft-making materials, but fewer resources.
 - **Restorative Zone:** Restorative conversations with visual aids and tools to support conflict resolution.
 - **Room Size:** 200-250 square feet to fit smaller groups (up to 5 students).
 - **Training:** Virtual training on restorative practices and emotional regulation, with follow-up sessions.
-

Package 3: The Calm Space (Basic Package for Non-Stronger Connections Campuses)

Budget Allocation: \$22,104 (\$7,368/campus)

Campuses: The Meadows, Woodridge Elementary, KJ

- **All Four Zones:**

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- **Meditative Zone:** Journaling tools and basic reflection stations.
 - **Sensory Zone:** Simplified sensory walls and basic aromatherapy tools.
 - **Motion Zone:** Minimal crafting materials and basic movement activities.
 - **Restorative Zone:** Tools for restorative conversations and emotional reset with limited visual aids.
 - **Room Size:** 150-200 square feet to accommodate up to 3 students.
 - **Training:** Virtual training on how to use the zones effectively, focusing on emotional regulation.
-

Package 4: The Refresh Zone (Minor Enhancements for Existing Zen Den)

Budget Allocation: \$1,842

Campus: Amber Terrace Elementary (existing Zen Den, to be upgraded)

- **All Four Zones:**
 - **Enhancements:** Upgrades to all zones with refreshed sensory equipment, enhanced aromatherapy, and improved visual aids.
 - **Room Size:** Using existing **200 square feet**.
 - **Training:** Virtual training to help staff integrate the upgraded features into the existing Zen Den.
-

Campus Assignment and Total Budget

1. **Stronger Connections Campuses (Package 1: The Harmony Suite):**
 - DeSoto High School (2 Zen Dens) – \$15,000
 - West Middle School (1 Zen Den) – \$7,500
 - Cockrell Hill Elementary (1 Zen Den) – \$7,500
 2. **Non-Stronger Connections Campuses (Total Budget of \$70,000):**
 - McCowan Middle School: \$15,350
 - Ruby Young P-STEAM Academy: \$15,350
 - DAEP: \$15,350
 - The Meadows: \$7,368
 - Woodridge Elementary: \$7,368
 - KJ: \$7,368
 - Amber Terrace Elementary: \$1,842
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2InspirePeace

Grant	Campus	Package	Cost per Campus
Stronger Connections	DeSoto High School	The Serenity Experience	\$15,000
Stronger Connections	West Middle School	The Serenity Experience	\$7,500
Stronger Connections	Cockrell Hill Elementary	The Serenity Experience	\$7,500
SAFE Cycle 2	McCowan Middle School	The Harmony Suite	\$15,350
SAFE Cycle 2	Ruby Young P-STEAM Academy	The Harmony Suite	\$15,350
SAFE Cycle 2	DAEP	The Harmony Suite	\$15,350
SAFE Cycle 2	The Meadows	The Calm Space	\$7,368
SAFE Cycle 2	Woodridge Elementary	The Calm Space	\$7,368
SAFE Cycle 2	KJ	The Calm Space	\$7,368
SAFE Cycle 2	Amber Terrace Elementary	The Refresh Zone	\$1,842
Stronger Connections	Total		\$30,000
SAFE Cycle 2	Total		\$69,996

Example of What Each Package Includes:

- **The Harmony Suite (Full Version):** Comprehensive tools and features in all four zones with dedicated training and larger spaces.
- **The Serenity Experience (Moderate Version):** All zones present but with simpler tools, suitable for smaller groups, and virtual training.
- **The Calm Space (Basic Version):** All zones with minimal equipment, designed for individual or small group use.
- **The Refresh Zone:** Focused upgrades to an existing Zen Den with refreshed tools and virtual training.