

NETWORK SERVICES AND LICENSING AGREEMENT

Duncanville ISD

This Network Services and Licensing Agreement (the “Agreement”) is between Economic Mobility Center (EMC) d/b/a Economic Mobility Systems (EMS), a Texas 501(c)(3) non-profit organization, 3000 Pegasus Park Drive Suite 900 Dallas, TX 75247 (referred to herein as “EMS” or “Licensor”) and Duncanville Independent School District, a political subdivision of the State of Texas, whose address is XXXX (referred to herein as “District” or “Licensee”). The District and EMS may be referred to individually as a “Party,” and collectively as the “Parties.”

RECITALS

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

WHEREAS EMS provides real time platform data to campus and district leaders regarding FAFSA, applications, acceptances, TSI-Met (by assessment only and inclusive of Tx College Bridge), CCMR A-F, and HB3 outcomes funding as well as class rank, GPA, etc. EMS facilitates all student documents to be immediately transferred to higher education institutions which can enable early enrollment and scheduling at Dallas College;

WHEREAS Duncanville Independent School District desires to implement a school-based college, career, and military access program (the “Program”) to support certain campuses in achieving both their college, career, and military readiness (“CCMR”) goals and to maximize the District’s eligibility for CCMR outcomes-based funding (“OBF Funds”) under Texas House Bill 3 (2019);

WHEREAS EMS is willing to provide such services and initially subsidize a portion of the costs associated with providing those services (using philanthropic and other resources) with the understanding that Duncanville Independent School District intends to reimburse EMS for such subsidy from any incremental OBF Funds it receives that are attributable to student outcomes for the 2025-26 school year;

WHEREAS the District currently lacks sufficient budgeted funds to fully implement the Program and also acknowledges that the state of Texas typically distributes OBF Funds approximately 18 months after the conclusion of the school year to which the outcomes relate;

WHEREAS the District agrees that if it receives an increase in OBF funds attributable to outcomes for students graduating in the 2025-26 school year, beyond the amount it received for the prior 2024-25 cohort (the “OBF Baseline Amount”), such incremental funding shall be used to reimburse up to 100% of EMS’s philanthropic subsidy to the extent available; and

WHEREAS, the District and EMS acknowledge and agree that payment of the Residual Funding Amount is expressly contingent upon the District’s actual receipt of incremental outcomes-based funding (“OBF Funds”) in excess of the OBF Baseline Amount attributable to the 2025-26 school year. District acknowledges that any payment it later makes to EMS upon its ultimate receipt of its OBF Funds from

the state of Texas is a deferred payment for EMS's services provided in the 2025-26 school year, regardless of when it is ultimately paid,

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed to by and between the Parties as follows:

A. Definitions and assumptions

1. The “**Initiative**” is the District’s educational impact priority to improve college and career outcomes of students through a local, school-based college, career, and military access program, measured by each graduate’s post-graduation activities.
2. “**Services**” means the services identified in the **Exhibit A** (the “Statement of Work”) in the tables set forth under the headings “Proposed Services” and “Anticipated Outcomes” that are provided by EMS in connection with the Initiative.
3. “**Solutions**” means templates and solutions created, deployed, and adapted by EMS for District in connection with EMS’ provision of Services as set forth in this Agreement. EMS shall own all Solutions used in connection with this Agreement. EMS shall disclose and designate all Solutions to the District, and District shall perform all actions reasonably necessary to establish and confirm EMS’ exclusive ownership in the Solutions.

B. Scope of Work and Fees

1. During the term of this Agreement, EMS shall provide the Services to District set forth in the Scope of Work contained in Exhibit A. District will use its best efforts to cooperate with EMS to assure the successful implementation of the Services.
2. It is expressly understood and agreed by the Parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with EMS or prohibit EMS from executing additional similar contracts with other entities or sources.
3. During the term of this Agreement, EMS shall provide to District the Services identified in the “Statement of Work and Fees” for the purposes of implementing a college, career, and military access program at Duncanville ISD.
4. The total cost of network services for the 2025-26 school year is \$50,000 (the “Total Funding Amount”). The cost of purchasing and/or licensing third party services or technology is not included in the Total Funding Amount and must be purchased separately by the District.
5. The District agrees to pay \$0 (the “Upfront Funding Amount”) during the term of this Agreement as outlined in Exhibit A (Statement of Work and Fees).

6. EMS agrees to advance the remaining amount, \$50,000 (the “Residual Funding Amount”) using philanthropic or other resources.
7. The District agrees that, should it receive incremental OBF Funds in excess of the OBF Baseline Amount, it shall pay EMS an amount equal to such incremental funding, up to but not exceeding the Residual Funding Amount, as further set forth in Exhibit A, in exchange for EMS’s Services set forth herein.
8. EMS shall not be entitled to reimbursement in excess of the Residual Funding Amount. If the District does not receive incremental OBF Funds in an amount sufficient to cover the full Residual Funding Amount, no additional payments shall be required, and EMS acknowledges that such subsidy was provided at its own discretion.

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE TOTAL FUNDING AMOUNT REPRESENTS THE FULL VALUE OF SERVICES TO BE PROVIDED BY EMS UNDER THIS AGREEMENT. THE DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT IT IS OBLIGATED TO PAY THE UPFRONT FUNDING AMOUNT AND, TO THE EXTENT IT RECEIVES INCREMENTAL OBF FUNDS ATTRIBUTABLE TO THE 2025-26 SCHOOL YEAR, TO APPLY SUCH FUNDS TO REIMBURSE EMS FOR THE RESIDUAL FUNDING AMOUNT IN ACCORDANCE WITH THIS AGREEMENT.

EMS ACKNOWLEDGES THAT ITS ADVANCE OF THE RESIDUAL FUNDING AMOUNT IS SUBJECT TO REPAYMENT ONLY TO THE EXTENT THAT THE DISTRICT RECEIVES SUFFICIENT INCREMENTAL OBF FUNDS, AND THAT EMS IS ASSUMING THE RISK OF NON-REIMBURSEMENT SHOULD SUCH FUNDS NOT BE RECEIVED.

THESE OBLIGATIONS SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

C. Ownership and Use of Solutions

1. License

- (i) License Grant. Licensor hereby grants to Licensee a limited, revocable, non-exclusive, and non-transferable, royalty-free license (the “**License**”) to utilize the Solutions in connection with this Agreement and in furtherance of the Initiative. Licensee acknowledges and agrees that the Solutions, including all right, title and interest thereto and all goodwill associated therewith, are owned solely by Licensor, and Licensee shall never directly contest such ownership or validity thereof. Licensor grants no rights other than those expressly granted herein. Accordingly, (i) Licensee shall not appropriate any of the Solutions or their derivatives as its own, (ii) Licensee shall not assign, transfer, sublicense or permit any third party the right to use any of the Solutions, in whole or in part without Licensor’s prior written consent, (iii) Licensee shall not knowingly use the Solutions in any manner or commit any other act that would jeopardize or impair Licensor’s rights in the Solutions under common law or federal or state law. If Licensee learns of any third party using or implementing the Solutions or modifications or derivatives thereof, Licensee shall immediately notify Licensor in writing with all relevant information and details.

2. Use of Work Product

(ii) Purpose.

- i. The Solutions may not be used by Licensee for any purpose other than in furtherance of the Initiative or as set forth herein.

(iii) Quality.

- i. Quality Control. Licensor may exercise quality control over all uses of the Solutions under this Agreement to maintain the validity of the Solutions and protect the goodwill associated therewith.
- ii. Compliance with Laws. In exercising its rights under this Agreement, Licensee shall comply with, and shall ensure that services sold or otherwise supplied by Licensee complies with, all applicable Laws. "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, award, decree, other requirement, or rule of law of any federal, state, local, or foreign government, or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- iii. Exclusions.
 1. Licensee agrees that it shall not apply for, or obtain, or assist any person in applying for or obtaining any registration of the Solutions, or any trademark, service mark, trade name, domain name, or other indicia confusingly similar to the Solutions, without prior written consent from Licensor.

3. Confidentiality

- (iv) Each Party acknowledges that in connection with this Agreement it will gain access to certain confidential and proprietary information of the other Party, including all information not generally known to the public, and not readily ascertainable by proper means by outsiders, constituting or comprising private personnel or employee information, private student information, or other information generally deemed to be of a private or personal nature in which the general public has no direct legitimate interest (collectively, "**Confidential Information**"). Without limiting the foregoing, for purposes of this Agreement, all trade secrets and confidential information included in the Solutions, including, as well as strategies, policies, procedures, methods of operation, pricing, marketing plans, financial information, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, pictures, video, design standards, contemplated or new product or service developments, prototypes, computer software and programs, inventions, and other proprietary data, and any information falling within the definition of the term "trade secret" as defined in Title 18 of the United States Code, including 18 U.S.C. § 1839, will be deemed Confidential Information of Licensor, regardless of the manner or medium in which it is furnished (including written, oral or electronic) and regardless of whether the information is marked "Confidential" or not. Each Party shall maintain the Confidential Information in strict confidence and not disclose any Confidential Information to any other person, except to its employees or agents who have a need to know such Confidential Information for such Party to exercise its rights or perform its obligations hereunder.
Each Party shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Confidential Information from use or disclosure other than as permitted hereby.

- (v) Confidential Information disclosed to the Licensee will be treated as confidential by the Licensee unless Licensee can demonstrate by documentation that the information:
 - (a) was in the public domain as evidenced by printed documentation of a date earlier than the date of disclosure; (b) became part of the public domain through no fault of the Licensee; or (c) was obtained in good faith by the Licensee from a third party having bona fide rights to furnish such information without an obligation of secrecy.
 - (vi) If the Licensee is asked to or otherwise is legally required to disclose any of the Confidential Information released hereunder, the Licensee shall provide the Licensor with written notice of such request/requirement prior to making any disclosure so that the Licensor may seek a protective order or other appropriate remedy and, after prior written authorization of the Licensor, the Licensee shall provide any third party receiving Confidential Information with written notice of this Agreement. The Parties will cooperate with each other in attempting to ensure that, to the extent permitted by law, confidential treatment is accorded to any and all Confidential Information.
4. Data Sharing. District shall assure compliance with all applicable state and federal privacy laws (including, without limit, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g) as to information it provides to EMS. Any exchange of educational records by District to EMS that contain confidential information and/or student education records protected by FERPA will be covered and addressed under a separate Data Sharing Agreement between EMS and District to the extent the parties deem it necessary and in compliance with applicable law.

D. Term and Termination

1. The term of this Agreement shall be for one (1) year, beginning on [July 1, 2025] and ending on [June 30, 2026] (the "Term").
2. Should either party wish to terminate the Agreement prior to June 30, 2026, this Agreement shall be terminated as follows:
 - (i) Either party provides a 30-day written notice of intent to terminate the Agreement; or
 - (ii) At the non-breaching party's option if the other party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to cure such breach within sixty (60) days of receiving written notice of such breach from the non-breaching party; or
 - (iii) At EMS' option, effective ten (10) days after written notice of a delinquency, if District fails to timely pay any undisputed amount due under this Agreement.
3. Upon termination of this Agreement by the District for any reason prior to the end of the Term, the Annual Network Fee payable hereunder shall be prorated for the annual period up to the date of termination, in line with Exhibit A, Statement of Work. Such obligation to pay shall survive termination of this Agreement.

E. Liability

1. In no event shall EMS' liability to District arising out of or related to this Agreement or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed EMS' compensation for Services under this Agreement provided in the year preceding the event which is the basis of the action or claim.
2. To the extent permitted by law, In no event shall either party be liable to the other for any indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

3. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL SERVICES, INCLUDING THE SOLUTIONS, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION PROVIDED UNDER THIS AGREEMENT, ARE PROVIDED "AS IS" AND to the extent permitted by law. EMS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EMS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, EMS MAKES NO WARRANTY OF ANY KIND REGARDING THE SUCCESS OF THE INITIATIVE OR THAT THE SERVICES WILL MEET DISTRICT'S OR ANY OTHER PERSON'S EXPECTATIONS.

F. Indemnification

1. To the extent permitted by applicable law, the District shall indemnify EMS and its members, managers, officers, and employees (collectively the "EMS Indemnitees") from any and all demands, claims, or causes of action that the EMS Indemnitees may incur arising from District's breach of this Agreement, unless caused by EMS's own negligence or willful misconduct.

G. Miscellaneous

1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Venue for any action to enforce the terms and conditions of this Agreement shall be maintained in the state or federal courts of Tarrant County, Texas. Nothing in this agreement shall waive any party's immunity.
2. All Services provided under this Agreement by EMS shall be as independent contractor. The parties understand and acknowledge that EMS is an independent contractor, and shall not be deemed an employee, partner, or joint venturer of District with respect to the services performed hereunder for any purposes whatsoever. EMS also understands that it is responsible, according to applicable law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.
3. All notices pertaining to this Agreement must be in writing and sent (i) in person, (ii) by certified or registered mail, (iii) by overnight delivery carrier for next day delivery, (iv) by facsimile, or (iv) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to EMS:

Economic Mobility Systems
3000 Pegasus Park Drive Suite 900
Dallas, TX 75247
Attn: Kristin Micalizio
Email: Kristin.Micalizio@economicmobilitysystems.org

If to the District:

Duncanville Independent School District
Address: xxx
Attn: xxxx
Email: xxx

4. This Agreement shall be binding upon and inure to the benefit of both District and EMS and their successors and affiliates.
5. This Agreement may be amended or modified only in a writing signed by both EMS and the District.
6. Severability: In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.
7. Survival: The obligations of the Parties contained in this Agreement which by their nature survive after the Term hereof shall continue on indefinitely or as otherwise provided by this Agreement.
8. No Waiver of Defaults: The failure at any time by either party to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement will not constitute a waiver of such terms, conditions, or rights, and will not affect or impair the Parties' respective right at any time to avail themselves of the terms, conditions, or rights under this Agreement.
9. Ineligibility for Nonpayment of Child Support: Pursuant to Texas Family Code § 231.006(d), regarding child support, EMS certifies that EMS is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
10. Force Majeure: Neither party hereto will be deemed in default of this Agreement be liable or responsible to the other party for any loss or damage (including payment of fees), or for any delays or failure to perform, resulting from any condition beyond either party's reasonable control, including but not limited to acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion, or hostilities (whether war is declared or not); terroristic threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; failure of Internet service; any third-party service; any telecommunication breakdown or power outage; and or any other circumstances of like character. Should performance of any obligation created under this Agreement become illegal, impossible, impracticable, not reasonably possible, or if a party is otherwise prevented or hindered from complying due to a force majeure incident as described in this Section or any other cause not enumerated herein but which is beyond the reasonable control of the party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected party provides reasonable notice as soon as practicable following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.
11. Entire Agreement: This Agreement contains the entire agreement of the Parties concerning the subject matter described herein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.
12. Assignment: This Agreement may not be assigned by either party without the prior written consent of both Parties.

13. Execution: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
14. EMS affirms that it does not and will not boycott Israel during the term of the contract. Tex. Gov't Code Section 2270

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above.

ECONOMIC MOBILITY CENTER

d/b/a Economic Mobility Systems:

**Duncanville Independent School
District**

Signature:

Signature:

Name: Kristin Micalizio

Name:

Title: Chief Operating Officer

Title:

Date:

Date:

**Exhibit A: Statement of Work Year 1-year contract (July 1, 2025 – June 30, 2026)
College and Career Solutions**

Services and Solutions options available for Network Partners

Services	Solutions
<ul style="list-style-type: none"> ● Leadership Services: including monthly cross functional check ins and department check ins ● Vendor Services: pricing, purchasing, integrations, and data movement ● Data Services: discovery, mapping, movement, transformation, integration, automation, matching, and activation ● Analytics Services: Reporting, visualizations, and research ● Training Services: Building capacity in district leaders, IT and data leaders, department leads, building administrators, counselors, advisors, and teachers ● Ongoing Support: Helping district and building leaders adapt to data insights and change management needs 	<ul style="list-style-type: none"> ● Data movement tools and platforms ● Network implementation, planning, training tools like system and data mapping and admin and staff training ● CC Solutions: Core CCMR and HB3 data, reporting, managing dual credit, and case management solution ● IBC/Program of Study Manager: Manages CTE program needs like sequence of courses, exams, certifications ● Special Needs Manager: Provides deeper 360 wrap around insights and support for students with special needs ● Alumni Manager: Provides robust case management capabilities to see and support alumni through college and workforce success ● CC Pathway Manager: Manages student pathways across higher ed and workforce partners. This is available for clients that utilize Salesforce Education Cloud.

Implementation Process

Power Focus: Work with district to prioritize the next set of solutions for implementation like CTE.

Implementation Focus:

- Continue check ins with cross functional team, project leads, and department leads
- Support the management of vendors for integrations and data automation
- Work with district leaders to move data work towards automation
- Support district leadership with reporting, visualizations, and research
- Outline the training and ongoing support needs of the district to ensure strong adoption with administration and staff and to powerfully support continuous improvement and change management

Additional Notes:

- Data Sharing agreements are required to be executed to ensure access to all required CCMR data.
- Customizations will be mutually agreed to and may require a separate statement of work.

Invoicing and payment: shall be based on the information detailed in the Scope of Work and Fees section of the Agreement.

Timeframe	Total Funding Amount
July 1, 2025-June 30, 2026	\$50,000

The total cost of network services for the 2025-26 school year is \$50,000 (the “Total Funding Amount”). The cost of purchasing and/or licensing third party services or technology is not included in the Total Funding Amount and must be purchased separately by the District. The District agrees to pay \$0 (the “Upfront Funding Amount”) during the term of this Agreement. EMS agrees to advance the remaining amount, \$50,000 (the “Residual Funding Amount”) using philanthropic or other resources. The District agrees that, should it receive incremental OBF Funds in excess of the OBF Baseline Amount, it shall pay EMS an amount equal to such incremental funding, up to but not exceeding the Residual Funding Amount, in exchange for EMS’s provision of Services as set forth herein. EMS shall not be entitled to reimbursement in excess of the Residual Funding Amount. If the District does not receive incremental OBF Funds in an amount sufficient to cover the full Residual Funding Amount, no additional payments shall be required, and EMS acknowledges that such subsidy was provided at its own discretion.



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- ✓ a person who is more than 30 days delinquent in the payment of child support, and
- ✓ a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- ✓ all arrearages have been paid, or
- ✓ the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- ✓ the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- ✓ the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract (including the cost of advertising and awarding a second contract), and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

_____	_____
_____	_____
_____	_____
_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature _____

Title _____

Printed Name _____

Date _____