



SERVICES AGREEMENT

DeSoto Independent School District

THIS SERVICES AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2025, by and between DeSoto School District, a Texas public school district ("District") and Education is Freedom ("EIF"), a Texas 501(c)(3) non-profit organization. The District and EIF may be referred to individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS Education is Freedom provides comprehensive local, school-based programs to help students in traditionally underserved schools prepare for post-graduate success through college and career counseling services;

WHEREAS District desires a local, school-based college and career access program to support certain campuses in achieving both their college, career, and military readiness goals ("CCMR") and in maximizing the District's eligibility for CCMR outcomes-based funding ("OBF Funds") under Texas House Bill 3 (2019);

WHEREAS Education is Freedom is willing to provide such services (using philanthropic and other resources) with the understanding that District intends to reimburse EIF for such subsidy from any incremental OBF Funds it receives that are attributable to student outcomes for the 2025-2026 school year; and

WHEREAS 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 conclusion of the school year to which the outcomes relate;

WHEREAS District agrees that if it receives an increase in OBF Funds attributable to outcomes for students graduating in the 2025-2026 school year, beyond the amount it received for the 2023-2024 cohort ("OBF Baseline Amount"), such incremental funding shall be used to reimburse up to 100% of EIF's philanthropic subsidy to the extent available; and

WHEREAS District and EIF acknowledge and agree that payment of the Residual Funding Amount (as hereinafter defined) is expressly contingent upon the District's actual receipt of OBF Funds in excess of the OBF Baseline Amount attributable to the 2023-2024 school year, and District further acknowledges that any payment it later makes to EIF upon its ultimate receipt of OBF Funds from the state of Texas is a deferred payment for EIF's services provided in the 2025-2026 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. Recitals

1. The recitals set forth above are true, accurate, and correct, and are incorporated into this Agreement by this reference and made a material part of the agreement.

B. Definitions and Assumptions

1. The “**Initiative**” is the District’s educational impact priority to improve college and career outcomes of students through local, school-based college, career, and military access program, measured by each graduate’s post-graduation activities.
2. “**Services**” means the services identified in Exhibit A (the “Statement of Work and Fees”) for the purposes of implementing a college and career access program at DeSoto High School in connection with the Initiative.

C. Scope of Work and Fees

1. During the term of this Agreement, EIF shall provide to District the Services identified in the “Statement of Work and Fees” for the purposes of implementing a college and career access program at DeSoto High School.
2. The total cost of Services for the 2025-2026 school year is \$500,000 (“Total Funding Amount”).
3. District agrees to pay \$0 (“Upfront Funding Amount”) during the term of this Agreement as outlined in Exhibit A.
4. EIF agrees to advance \$500,000 (“Residual Funding Amount”) using philanthropic or other resources.
5. District agrees that, should it receive incremental OBF Funds in excess of the OBF Baseline Amount, District shall pay EIF an amount equal to such incremental funding, up to but not exceeding the Residual Funding Amount, as further set forth in Exhibit A.
6. EIF shall not be entitled to reimbursement in excess of the Residual Funding Amount. If 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 EIF acknowledges that such subsidy was provided at its own discretion.
7. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE TOTAL FUNDING AMOUNT REPRESENTS THE FULL VALUE OF SERVICES TO BE PROVIDED BY EIF UNDER THIS AGREEMENT. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT THAT DISTRICT RECEIVES INCREMENTAL OBF FUNDS ATTRIBUTABLE TO THE 2025-2026 SCHOOL YEAR, TO APPLY SUCH FUNDS TO REIMBURSE EIF FOR THE RESIDUAL FUNDING AMOUNT IN ACCORDANCE WITH THIS AGREEMENT.
8. EIF 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 EIF IS ASSUMING THE RISK OF REIMBURSEMENT SHOULD SUCH FUNDS NOT BE RECEIVED.
9. THESE OBLIGATIONS SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

D. Data Sharing and Confidential Information

1. Confidentiality
 - (i) 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 Services, 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 as Confidential Information of EIF, 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 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.

- (ii) Confidential Information disclosed to District will be treated as confidential by District unless District 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 District; or (c) was obtained in good faith by District from a third party having bona fide rights to furnish such information without an obligation of secrecy.
- (iii) If District is asked to or otherwise is legally required to disclose any of the Confidential Information released hereunder, District shall provide EIF with written notice of such request/requirement prior to making any disclosure so that EIF may seek a protective order or other appropriate remedy and, after prior written authorization of EIF, District 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.

- 2. Data Sharing. Parties shall assure compliance with all applicable state and federal privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act of 1996, and the Texas Government Code. Any exchange of educational records between the Parties that contain Confidential Information or student education records shall be governed by the separate Data Sharing Agreement between District and EIF to the extent the Parties deem it necessary and in compliance with applicable law.

E. Term and Termination

- 1. The term of this Agreement shall be for one (1) year(s), beginning on August 1, 2025, and ending on July 31, 2026.
- 2. This Agreement shall be terminated as follows:
 - (i) Either Party provides ninety (90) days' 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 EIF's 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 CONTACT AMOUNT PAYABLE HEREUNDER SHALL BE PRORATED FOR THE ANNUAL PERIOD IN WHICH TERMINATION OCCURS, IN LINE WITH EXHIBIT A, STATEMENT OF WORK AND FEES. SUCH OBLIGATION TO PAY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

F. Liability

1. In no event shall EIF's 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 EIF's compensation for Services provided in the year preceding the event which is the basis of the action or claim.
2. 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 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, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION PROVIDED UNDER THIS AGREEMENT, ARE PROVIDED "AS IS" AND EIF HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EIF 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, EIF 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.

G. Indemnification

1. To the extent permitted by applicable law, the District shall indemnify EIF and its members, managers, officers, and employees from any and all demands, claims, or causes of action that may arise from the District's breach of this Agreement.

H. Miscellaneous

1. This Agreement and all related documents shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Venue for any action to enforce the terms and conditions of this Agreement shall be maintained in the state or federal courts of Dallas County, Texas.
2. All Services provided under this Agreement by EIF shall be as independent contractor. The Parties understand and acknowledge that EIF 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. EIF 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, requests, and other communications under this Agreement (each, a "Notice") 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):

District:

Name: _____

Title: _____

Address: 200 E. Belt Line Rd.
DeSoto, TX 75115

Tel: _____

Email: _____

EDUCATION IS FREEDOM:

Dr. Susanna Russell

President & CEO

3000 Pegasus Park Drive, Suite 704

Dallas, TX 75247

Tel: 512-694-2955

srussell@educationisfreedom.org

4. This Agreement shall be binding upon and inure to the benefit of both District and EIF and their successors and affiliates.
5. This Agreement may be amended or modified only in a writing signed by both EIF and the District.
6. Captions: The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.
7. Severability: In the event that any term or provision of this Agreement is found to be invalid, illegal, or unenforceable, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as 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 other provisions contained in this Agreement.
8. 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.
9. 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.
10. Eligibility for Payments: Pursuant to Texas Family Code § 231.006(d) (Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts), EIF certifies that it 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.
11. 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 failure or delays in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, 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 date of this Agreement; and (f) national or regional emergency; (g) other similar events beyond the reasonable control of the impacted Party. 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 hinderance, provided the affected Party provides reasonable notice as soon as practicable following an event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

12. Entire Agreement: This Agreement, including and together with the Data Sharing Agreement, any related Statements of Work, exhibits, schedules, attachments, and appendices, 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.
13. Assignment: This Agreement may not be assigned by either Party without the prior written consent of both Parties.
14. 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.

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

EDUCATION IS FREEDOM

DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date

Date

EXHIBIT A

STATEMENT OF WORK AND FEES

Services:

EIF Services	District Obligations
<p>Education is Freedom (EIF) is to provide DeSoto ISD:</p> <ul style="list-style-type: none"> • College & Career Guidance – Personalized advising on post-secondary options. • Academic Planning – Support with course selection and graduation requirements. • Application Assistance – Help with college, financial aid (FAFSA/TASFA), and job applications. • Financial Aid & Scholarships – Guidance on aid processes and scholarship opportunities. • Post-Secondary Enrollment – Hands-on support with college admissions, registration, and transition planning. • Family Engagement – Workshops and resources for parents and guardians. • Workforce Readiness – Career exploration, resume prep, and internship connections 	<p>District shall provide EIF Staff with an on-site workspace, internet access, and technological support at DeSoto High School to perform the Services.</p> <p>Access to CC Solutions for Advisor use in fulfilling mutually agreed upon obligations.</p> <p>Access to CC Solutions for EIF Administrative use in fulfilling mutually agreed upon obligations (View access only).</p>
<p>EIF shall provide a sufficient number of employees to provide the Services including 2 Advisors (12th Grade) and 3 Advisors (11th Grade) (“EIF Staff”). EIF shall cooperate with District to endeavor to meet defined campus goals as set forth by DeSoto ISD in writing.</p>	<p>District shall provide EIF Staff with a method of access to the employee's respective school during reasonable times outside of the school's regular hours, with prior written notice from EIF regarding dates, times, and locations of access needed.</p>
<p>All EIF Staff must undergo a background check prior to providing Services under this Agreement. All background checks shall be consistent with the policies of District and shall include a Department of Family Services background check and a criminal background check. EIF shall be responsible for the cost of all background checks. EIF shall provide written confirmation to District that EIF Staff have undergone a background check and such checks did not reflect disqualifying findings.</p>	

Pricing and Fees:

District shall pay EIF, within thirty (30) days of the District's receipt of an invoice, on the following fee schedule:

Year	Timeframe	Fee	Date Due
2025 - 2026	August 1, 2025 – July 31, 2026	<p>The total contract fee is \$500,000, which includes:</p> <ul style="list-style-type: none">• \$0 as an upfront payment from DeSoto ISD and• \$500,000 from Outcomes Based Funding (OBF) (as applicable) not to exceed the total remaining contract amount.	August 30, 2025