

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHILDCAREGROUP
AND
DESOTO INDEPENDENT SCHOOL DISTRICT

ChildCareGroup (“**CCG**”) and DeSoto Independent School District (“the **District**”), a public independent school district and political subdivision of the state of Texas, desire to enter into this Memorandum of Understanding (this “**MOU**”) to engage in an early childhood initiative for preschool children at the Amber Terrace Discovery and Design Early Childhood School (the “**School**”), located at 224 Amber Lane, DeSoto, TX 75115. Through this MOU, CCG and the District (together the “**Parties**”) shall provide services to the community within the District’s boundaries, which serves a public purpose. The Parties enter into this MOU to outline the elements of their agreement, effective as of the date last executed below by the District and CCG (the “**Effective Date**”).

The terms and conditions of this MOU are as follows:

1. **Purpose.** In order to meet and serve the community and promote a public purpose by expanding the number of eligible three- and four-year-old prekindergarten students who receive prekindergarten instruction and are then kindergarten-ready, the District and CCG shall engage in an initiative (the “**Initiative**”), whereby CCG and the District will provide full-day early education to a maximum of 74 three- and four-year-old prekindergarten students as a Head Start program (the “**Head Start Program**”). The Initiative’s purpose, among other things, is to promote the healthy cognitive, social, and emotional development of children, coordinate family engagement, and pursue other activities that aim to build a strong school community relationship for families in the community.
 - a. **Prekindergarten Criteria.** A student served under this MOU must meet the enrollment eligibility criteria as any other District prekindergarten student or any other criteria set by the District and/or the Office of Head Start.
 - b. **Day Defined.** A full-day prekindergarten school day must be at least 420 minutes for a minimum of 75,600 per school year.
 - c. **Tuition-Free Services.** CCG and CCG teachers shall provide prekindergarten educational services to identified and eligible dually enrolled Head Start and District students during the District school day on a tuition-free basis and cannot charge tuition to parents for educational services or materials provided during prekindergarten program on the District campus.
2. **Term.** The term of this MOU shall commence on the Effective Date. The MOU shall terminate on the five (5) year anniversary date from the Effective Date. The parties may mutually extend the term of this MOU for an additional 5-year term. Any extensions shall be set forth in writing and executed by both parties. Notwithstanding the aforementioned, at any time following the date that is three (3) years following the Effective Date, the District may terminate this MOU by providing CCG with four (4) months written notice. In addition, CCG may terminate this MOU upon written notice to the District: (i) if needed due to lack of funding from the Office of Head Start, or (ii) if the Initiative cannot be filled due to changing demographics or other conditions impacting enrollment. Following the expiration or earlier termination of this MOU, CCG may remove from the School and redistribute equipment and materials purchased with federal dollars for use in other CCG programs.
 - a. **Effect of Termination.** In the event of termination under this Agreement, the obligations under this Agreement will terminate, except that any obligations that survive termination shall be completed, including but not limited to, finalizing any reporting requirements for

data imposed by the Texas Education Agency, the Public Education Information Management System (PEIMS) data, record retention requirements, the Family Educational Rights and Privacy Act (FERPA), and public information requests.

3. **Duties of CCG.** During the term of this MOU, CCG shall perform the following:

- a. Administer all aspects of operations for the Initiative (except to the extent any such aspects are duties of the District as set forth in Section 4 below).
- b. Provide all required components of the Head Start Program as outlined in the Head Start Program Performance Standards.
- c. Provide a CCG Head Start Teacher in each dually enrolled Head Start/PreK classroom in accordance with state and federal law.
- d. Provide a Teacher Assistant who will serve as a Teacher's Aide in every two classrooms and who will assist teachers with preparing instructional materials for the classroom, planning, implementing educational activities, and monitoring students among other duties determined by CCG and District.
- e. Ensure CCG teaching staff works a full eight-hour day as designated by District and adheres to the District calendar for all scheduled workdays and holidays at District.
- f. Ensure CCG teaching staff follows the required procedures established by the campus administrator on the campus to which CCG staff is assigned.
- g. Ensure CCG teaching staff uses the Texas Education Agency-approved curriculum prescribed by the District and provide continuity with the District's early learning program.
- h. Ensure CCG and CCG teaching staff adhere to District policies related to hours of instruction, the District academic calendar approved by the Board of Trustees, worker conduct, worker environment, record-keeping, financial management, bilingual and ESL instruction (if applicable), records retention, special education, student discipline, criminal history record checks, PEIMS data collection and retention, student records, student-teacher ratios, attendance, accounting, Student Code of Conduct, compulsory attendance enforcement related to enrolled students, and student health and safety.
- i. Ensure that for purposes of school closures and class cancellations due to emergencies and weather, CCG staff follow District procedure as to the prekindergarten program. CCG teaching staff will also comply with all District emergency preparedness procedures, including but not limited to, fire drills, shelter-in-place drills, lockdowns etc. District shall give CCG teaching staff information regarding these procedures.
- j. Provide one Family Advocate per 40 children in the Head Start Program.
- k. Provide the equipment and supplies for the implementation of the Head Start Program.
- l. Assist in recruiting eligible children for the Head Start Program and ensure that children are also qualified for the public PreK and Head Start Program.
- m. Comply with all federal, state, and local laws, and District Board Policy affecting the services covered by this MOU. Such laws may include, but are not limited to, the following: (a) Family Educational Rights and Privacy Act (FERPA); (b) Protection of Pupil Rights Amendment (PPRA); (c) Texas Public Information Act (TPIA); and/or (d) Health Insurance Portability and Accountability Act of 1996 (HIPPA).

- n. Cooperate with District in responding to public information requests under the TPIA. This includes, but is not limited to, providing the District with requested documentation. In the event that the request involves documentation that CCG has clearly marked as confidential and/or proprietary, District will provide CCG with the required notices under the TPIA. CCG acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.
 - o. Carry insurance in such form, with such companies and in such amounts, unless other specified, as the District may reasonably require.
 - p. CCG and its employees, volunteers, and vendors shall comply with Texas Education Code Section 22.0834 and the Education Commissioner's rules regarding criminal history record review and District Board Policy as it relates to criminal background checks and felony conviction notices.
 - q. All CCG employees, volunteers, and vendors shall undergo a criminal background check in accordance with District guidelines, at the sole expense of CCG.
 - r. CCG acknowledges that the District reserves the right to remove any CCG employee, volunteer, or vendor who fails to comply with the law, District Board Policies, or District procedures. In addition, CCG shall remove and replace any employee, volunteer, or vendor upon request from the District, for any legitimate, nondiscriminatory reason.
4. **Duties of the District.** The District shall perform the following:
- a. Provide classroom and office space and access to the playground area, library, and other spaces as needed for CCG use as necessary for CCG to perform its obligations and support the Initiative hereunder.
 - b. Provide a certified EC-6th or qualified teacher for each dually enrolled Head Start/PreK classroom who shall serve as the Teacher of Record.
 - c. Partner with CCG to provide services as required by the Head Start Program Performance Standards including hearing and vision screenings, parent education opportunities, parent conferences, child assessments, and active supervision of children.
 - d. Provide special or regular education and related services to all disabled students in the District prekindergarten program. District agrees to provide to CCG's teaching staff the necessary special education and Section 504 information to assist CCG's teaching staff in implementing a disabled student's IEP or Section 504 plan.
 - e. Conduct a mid-year collaborative meeting with CCG to review the program's effectiveness and compliance with applicable laws.
 - f. Maintain the School in the same customary manner as it maintains other District facilities during the periods and hours as such services are normally furnished to other District facilities, and it shall be responsible for everyday costs associated with the operation of the school and any other District facility.
 - g. Provide meals as required by the USDA CACFP program. District will provide free breakfast and lunch utilizing the U.S. Department of Agriculture's school breakfast and lunch programs to all dually enrolled students in the prekindergarten program served under this MOU.
 - h. Allow CCG education and supervisory personnel and Office of Head Start staff access to the facilities in which dually enrolled Head Start and District students are being served anytime during the hours of instruction to provide instruction and observe students, CCG employees and instruction.

- i. Provide internet services/Wi-Fi for use by CCG staff for work purposes.
 - j. Comply with all rules, regulations, and policies applicable to the District's performance hereunder and participation in the Initiative.
5. **Data Sharing.** Because children will be dually enrolled in both the CCG Head Start program and the District PreK program, both entities will share child data with one another to track longitudinal student outcomes and provide appropriate health and family services as needed. CCG and the District have a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). CCG and the District may only receive student Information in compliance with the requirements and exceptions outlined in FERPA.
- a. **School Official Designation.** For purposes of FERPA, CCG and CCG's employees assigned to District prekindergarten classrooms are hereby designated as "school officials" with authority to create, revise, maintain, and access District student records in accordance with the limitations in FERPA, for District students served by CCG and District teachers and dually enrolled in the District prekindergarten program, but only while the students are served by the CCG's employees.
6. **Indemnification.**
- a. TO THE EXTENT PERMITTED BY LAW, CCG SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, VENDORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION ("**LOSSES**"), INCURRED BY ANY DISTRICT INDEMNIFIED PARTY TO THE EXTENT ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL, OR TORTIOUS ACT OR OMISSION OF CCG OR ITS EMPLOYEES, VOLUNTEERS, OFFICERS, OR CONTRACTORS .
 - b. TO THE EXTENT PERMITTED BY LAW, THE DISTRICT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CCG AND ITS OFFICERS, DIRECTORS, OFFICIALS, VOLUNTEERS, AND EMPLOYEES (COLLECTIVELY, THE "**CCG INDEMNIFIED PARTIES**") FROM AND AGAINST ALL LOSSES INCURRED BY ANY CCG INDEMNIFIED PARTY, TO THE EXTENT ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL, OR TORTIOUS ACT OR OMISSION OF THE DISTRICT OR ITS EMPLOYEES, VOLUNTEERS, OFFICERS, OR CONTRACTORS.
 - c. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
7. **Intellectual Property; Confidentiality.**
- a. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to the District under this MOU or that are prepared by or on behalf of CCG in the course of performing its obligations hereunder (collectively, the "**Deliverables**") shall

be owned by CCG. CCG hereby grants the District a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis, to the extent necessary to enable the District to make reasonable use of the Deliverables and CCG's services hereunder.

- b. From time to time during the term of this MOU, either Party (as the **"Disclosing Party"**) may disclose or make available to the other Party (as the **"Receiving Party"**) information about its business affairs, products, services, confidential intellectual property, trade secrets, third party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, **"Confidential Information"**). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MOU; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's employees and representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this MOU. The Receiving Party shall be responsible for any breach of this Section caused by any of its employees or representatives. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party to prevent the breach or threatened breach of this Section and to secure its enforcement. This Section shall survive the expiration or earlier termination of this MOU.
8. **Media Requests.** Parties agree to collaborate regarding any media request or press release related in any way to services provided under this Agreement. Parties agree to collaborate prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by the District Superintendent of Schools or designee. CCG agrees to comply with all applicable state law and District policies related to photographs or audio or video recording of students. CCG agrees that it may not use any photograph or audio or video recording of a District student for its own purposes without prior written parental permission. At all times, CCG agrees it shall not represent itself as a representative or agent of the District and shall not use the District's name or logo without express written permission from District.
9. **Entire Agreement; Modifications.** This MOU supersedes all prior agreements, written or oral, between CCG and the District, and shall constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This MOU and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended, or altered except by a written amendment signed by the District and CCG.
10. **Governing Law and Venue.** This MOU and all the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed, Interpreted, and applied in accordance with

and governed by and enforced under the laws of the State of Texas, and the Parties hereto agree that venue shall be in Dallas County, Texas.

11. **Waivers.** No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party hereto of any of the provisions of this MOU shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements hereof to be performed by the other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.
12. **Binding Effect.** CCG's interest in this MOU and duties hereunder may not be assigned or delegated to a third party, unless consented to in writing by the District which consent may be withheld in the District's sole and absolute discretion. The benefits and burdens of this MOU are, however, assignable by District. If the District approves assignment, this MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors.
13. **Severability.** In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid or unenforceable provision had not been included herein.
14. **Nondiscriminatory Employment.** Neither Party will discriminate against any employee or applicant for employment of such Party because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. The District and CCG will take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth.
15. **Texas Tort Claims Act.** The District does not waive any of its immunities from lawsuit or damages, or both, as provided by Texas law, as a public institution, whether granted by constitution, common law, or statute, and nothing contained in this MOU, or any action required of the District by the MOU, shall be interpreted to be such a waiver. NEITHER THIS MOU, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.
16. **Relationship of Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this MOU shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Furthermore, at no time shall CCG staff be considered to be employees of the District.
17. **Conflict of Interest.** No employee of the District shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
18. **Counterparts.** This MOU may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this MOU delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this MOU.
19. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this MOU, for any failure or delay in fulfilling or performing any term of this MOU, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, 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 MOU; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party.

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

If to District:

Dr. Usamah Rodgers, Superintendent of Schools
DeSoto Independent School District
200 E Beltline Rd.
Desoto, Texas 75115
E-Mail: usamah.rodgers@desotoisd.org

If to CCG:

Victoria T. Mannes, CEO/President
ChildCareGroup
3000 Pegasus Park Drive, Suite 800
Dallas, Texas 75247
214-905-2400
E-Mail: tmannes@ccgroup.org

Neither the execution of this MOU by the District nor any other conduct of any representative of the District relating to the MOU shall be considered a waiver of governmental immunities available to the District.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereunto have executed this MOU on the dates(s) set forth below, to be effective as of the Effective Date.

ChildCareGroup

By: Victoria T. Mannes

Printed Name: Victoria T. Mannes

Title: CEO/President

Date: 12.19.23

DeSoto Independent School District

By: _____

Printed Name: _____

Title: _____

Date: _____