



**Memorandum of Understanding  
Between  
DeSoto Independent School District  
And  
Youth Health Associates, Inc.  
2025-2026 School Year**

This Memorandum of Understanding (the “Agreement”) is made by and between the DeSoto Independent School District (“DISD” or the “District”) and Youth Health Associates, Inc. – Glenn Heights Academy, located at 1205 East Bear Creek Road, Glenn Heights, TX 75154 (“YHA”). DISD and YHA may hereafter be referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

WHEREAS, DISD is a public independent school district and political subdivision of the State of Texas, whose principal office is located at 200 East Belt Line Road, DeSoto, TX 75115; and

WHEREAS, YHA is a residential facility fully certified with Child Care Regulation and providing specialized care for foster care youth placed through the EMPOWER child welfare program; and

WHEREAS, DISD and YHA seek to provide professional staff to work cooperatively in providing educational services, supervision, and counseling services to juveniles who are detained in the facility. Each Party will cooperate with the other in the provision of services required by court order or required by laws, policies, and procedures governing their respective agencies. The Parties will coordinate efforts to secure services necessary to address the juvenile’s needs during the out-of-home placement.

WHEREAS, YHA seeks to retain DISD to place two (2) District teachers in YHA’s classrooms and for DISD to provide educational services to foster care youth residing at the YHA facility; and

WHEREAS, the Effective Date of this Agreement shall be on the date on which the Parties have fully executed this Agreement for educational services which shall begin on August 25, 2025, and end July 31, 2026; and

NOW, THEREFORE, for and in consideration of the mutual covenants, representations, and agreements set forth in this Agreement, the receipts and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

**ARTICLE I. PURPOSE**

- 1.01 Purpose. To provide educational services to middle- and high-school students currently residing in the YHA facility, DISD agrees with YHA to allow two or more District teachers to teach middle- and high-school courses in YHA’s facilities.

- 1.02 Admission Criteria. Pursuant to Texas Education Code Section 25.001, a student is eligible to enroll in DISD's educational services free of tuition if he or she is over five and younger than 21 years of age on the first day of September of the school year in which admission is sought. A person who is at least 21 years of age and under 26 years of age may also be admitted to seek a high school diploma if he or she resides at a residential facility located in the district. Tex. Educ. Code § 25.001(b)(7).
- 1.03 Student Documentation. YHA shall ensure that all students receiving educational services from District employees shall be current on all required immunizations and shall provide all necessary enrollment documents as required by law or District policy.

## **ARTICLE II. RELATIONSHIP OF THE PARTIES**

- 2.01 Nature of the Relationship. YHA shall operate as an independent contractor to DISD. YHA is not the exclusive recipient of such educational services to foster care students. Neither Party is a division, subsidiary, affiliate, or any other part of the other Party or has the right or authority to exercise any common control of any other Party. Nothing herein will be construed to create a partnership or joint venture by or between DISD and YHA. Neither Party shall be the agent of the other except to the extent otherwise specifically provided for by this Agreement. Neither Party has the express nor implied authority to represent to any third party, and will whenever needed disclaim to such parties, any ability to legally bind the other Party to any duty. Neither Party shall be responsible for the acts of the employees or contractors of the other Party.
- 2.02 Liaison. Each Party shall indicate a liaison responsible for making day-to-day decisions and having the authority to direct others to observe the District employees and YHA's services under this Agreement. The DISD liaison shall be DISD Alternative Education Program Principal Homer Webb or his designee. The YHA liaison shall be **[INSERT NAME]**.
- 2.03 School Official Designation. For purposes of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, YHA is hereby designated as a "school official" with authority to create, revise, maintain, and access DISD student records in accordance with the limitations in FERPA, for the DISD students residing at the YHA facility served by the DISD teachers, but only while the students are served in the YHA facility.

## **ARTICLE III. SERVICES PROVIDED BY DISD**

- 3.01 Teachers. DISD will provide two (2) full-time certified teachers to provide educational services for foster care youth enrolled in DISD and residing at the YHA facility. The District teachers shall be equipped with all necessary technology to enable the District teachers to access DISD's server, computerized student record information, email, and

other District documents. If required by the student population, the teacher(s) will have bilingual certification and such classes will adhere to DISD guidelines for teaching English Language Learners. When available, substitute teachers will be provided in the case of District teacher absence.

- 3.02 Special Education. See Section 9.05 below.
- 3.03 Curriculum and Instructional Materials. DISD will provide the educational curriculum required by the District for all DISD students enrolled in the District and residing in the YHA facility. DISD will provide instructional materials for use in the program and may provide non-curricular materials for classroom use. These materials, to the extent they are not expended, must be returned to DISD upon the termination or expiration of this Agreement.
- 3.04 Onsite Visits. A DISD supervisory representative will conduct an onsite visit to the YHA facility listed below at least once each semester of the school year to evaluate the delivery of educational services.

#### **ARTICLE IV. SERVICES PROVIDED BY YHA**

- 4.01 General Services to Be Provided. YHA, in collaboration with DISD teachers assigned to YHA's facility, shall provide full-day, tuition-free educational services to eligible students enrolled in DISD at the YHA facility. YHA shall be responsible for all management and oversight of the day-to-day operations of the educational services, subject to review and observation by DISD during the portion of the school day subject to this Agreement. YHA, in conjunction with the DISD teachers on site, shall be responsible for students, staff, instructional programming, equipment and materials, buildings and facilities, record-keeping, testing, timely submitting to DISD any and all documentation and/or data required or requested, and any and all collaboration and/or communication with DISD staff. YHA shall use the DISD-provided curriculum and, to the extent available and desired, DISD supplies and materials. YHA agrees it shall, at all times, coordinate with DISD teachers and provide services and keep records under this Agreement in a manner which ensures that DISD shall receive, and continue to receive, federal and state funding for the DISD students served under this Agreement. YHA shall provide a class schedule indicating how DISD teachers will work with students that takes into account a 30-minute duty-free lunch and a 45-minute planning period each school day. DISD students shall receive at least 75,600 minutes of instruction in a full-time school year program.
- 4.02 Tuition-Free Services. YHA shall provide educational services to enrolled DISD students on a tuition-free basis and cannot charge tuition for educational services or materials provided during the school day.

- 4.03 YHA's Facilities/Site Director. YHA shall provide all educational services at YHA's facilities located at the YHA Glenn Heights Academy, 311 East Glenn Heights Drive, Glenn Heights, TX 75154. YHA's site director or designee shall be responsible for coordinating efforts between DISD and YHA. YHA's site director or designee shall meet with a DISD representative at least once each semester of the school year to evaluate the overall achievement of the services being provided, establish program accountability guidelines, and review the Agreement.

#### **ARTICLE V. APPLICABLE LAW**

- 5.01 Applicable Law. The Parties agree to perform all obligations under this Agreement in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities (collectively referred to herein as "Applicable Law" or "Applicable Laws").

#### **ARTICLE VI. APPLICABLE POLICIES**

- 6.01 DISD Policies and Procedures. DISD Board Policies may be found at <https://pol.tasb.org/PolicyOnline?key=362>. DISD's placement of District teachers in YHA's facility is subject to applicable DISD Board Policies. The students served by YHA shall be DISD students and are therefore subject to the DISD Section F Board Policies; DISD teachers are subject to DISD Section D Board Policies.
- 6.02 DISD Policies Applicable to YHA. For the hours in which DISD students are receiving educational services, YHA shall adhere to DISD policies related to hours of instruction, the DISD calendar of instruction, worker conduct, 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.
- 6.03 Emergency Preparedness. For purposes of school closures and class cancellations due to emergencies and weather, YHA will follow the DISD procedure as to the educational program and will notify the students of this emergency preparedness procedure. YHA will also comply with all emergency preparedness procedures, including but not limited to, fire drills, shelter-in-place drills, lockdowns, etc., as required by state law or local ordinance for schools. YHA shall ensure that all faculty and staff providing services under this Agreement are trained and receive information regarding these procedures.

## **ARTICLE VII. STUDENT ELIGIBILITY AND ADMISIONS PROCESS**

- 7.01 Student Eligibility Requirements. Compulsory attendance laws shall apply to DISD students enrolled in the District and residing at the YHA facility. YHA will notify DISD if an enrolled student's unexcused absences exceed the number allowed by law so that proper notices can be provided and proper procedures may be followed. In the event a student drops out or is removed from YHA's program, YHA shall provide notice to DISD.
- 7.02 Admission and Enrollment.
- 7.02.1 No Discrimination. Any discrimination in admission on the basis of sex, national origin, ethnicity, race, religion, or disability is specifically prohibited.
- 7.02.2 Enrollment Process. YHA will identify potentially eligible students who can be served under this Agreement. DISD shall provide all enrollment documents for completion, and YHA shall assist DISD in obtaining completed enrollment documents. DISD agrees to make reasonable efforts to communicate its acceptance or denial of eligibility documentation in a timely manner so that corrections can be made expeditiously.

## **ARTICLE VIII. FACILITIES AND SUPPLIES**

- 8.01 Facility Maintenance and Supplies. Any and all facility construction, maintenance, repair, and/or supplies, including but not limited to, the building and amenities, furniture, equipment, fixtures, alterations, school and/or office supplies, telephone systems, custodial services, copiers, maintenance, and the like, shall be the sole responsibility of YHA.
- 8.02 Access by DISD. DISD instructional and supervisory personnel shall have access to the YHA facility in which DISD students are being served anytime during the hours of instruction under this Agreement to provide instruction and to observe students, DISD employees, and instruction.

## **ARTICLE VIX. PROGRAM DESCRIPTION**

- 9.01 General Curriculum Description. DISD shall provide instruction in accordance with the curriculum requirements described in Texas Education Code Chapter 74.
- 9.02 Evaluation and Assessment. YHA agrees to cooperate with DISD for any classroom-based evaluation or assessment for a class that includes DISD students. YHA further agrees that DISD shall have the right to conduct assessments of all DISD students provided educational services under this Agreement, and YHA shall fully cooperate with any assessment conducted by DISD.

- 9.03 Instructional Materials. DISD, in providing educational services, shall use the same curriculum, scope and sequence, and instructional materials as those used by DISD. DISD agrees to provide YHA the curriculum and instructional materials necessary to implement the curriculum used in DISD classrooms. Materials provided by DISD must only be used in classrooms in which educational services are provided to DISD students.
- 9.04 Calendar and Times. YHA and DISD staff serving in YHA's program will utilize the annual DISD school calendar for instructional days and teacher training days. District teachers serving in YHA's program shall utilize the same start and end times for instruction under this Agreement as DISD uses for its classes. YHA shall determine the work days and work hours of its own employees and contractors under its direction and control for instructional services under this Agreement.
- 9.05 Special Education. DISD agrees to offer special education and related services as required by law for students who qualify under the law. DISD will provide at least one (1) special education certified teacher to provide services under this Agreement. YHA shall ensure that it complies with all Applicable Law as it applies to special education Child Find duties.
- 9.06 Bilingual/ESL Programming. DISD will provide a bilingual/ESL teacher and bilingual/ESL programming for students who qualify.
- 9.07 Educational Technology. YHA acknowledges and agrees to provide in each classroom the same or substantially similar educational technology, including but not limited to, computers, hardware, software, and network connections, as provided in DISD classrooms for use by students. DISD may, based on availability, provide YHA with educational technology for use with DISD students. If DISD provides technology for student use, the technology shall remain the property of DISD and shall be returned to DISD upon the termination or expiration of this Agreement.
- 9.08 Free and Reduced Child Nutrition Services. DISD and YHA shall collaborate to ensure that DISD students served by DISD teachers in YHA's program are offered free and reduced breakfast and lunch services when DISD students qualify as required under the law. YHA shall comply with all free and reduced breakfast and lunch services laws and regulations, including but not limited to, service, record-keeping, confidentiality, and nutritional value of foods served.
- 9.09 Extracurricular Activities; Career and Technical Education (CTE) Programs. DISD students residing at YHA's facility may participate in District extracurricular activities and/or Career and Technical Education (CTE) programs and courses, provided that the student meets all academic eligibility requirements set by the District, Texas Education Code, and/or the University Interscholastic League (UIL).

## **ARTICLE X. TRANSPORTATION**

- 10.01 Transportation. YHA shall coordinate and be responsible for any and all transportation YHA chooses to provide to DISD students served by YHA unless required by law.
- 10.02 Ownership of Transportation Vehicles. DISD and YHA agree that the vehicles used to provide transportation to and from YHA's facility are vehicles owned or leased and operated solely by YHA and that neither DISD nor its employees own and/or operate such vehicles.
- 10.03 Transportation Employees. DISD and YHA agree that all drivers of any vehicle used to provide transportation on behalf of YHA are employees or contractors of YHA and are not employees or contractors of DISD. YHA agrees to provide criminal history background checks, driving checks, and necessary licensure, and to comply with school bus specifications and other requirements relating to such providers of transportation.
- 10.04 Discipline of Students. DISD and YHA agree that while in a YHA vehicle, students enrolled in DISD are considered to be engaged in an extension of school or a school-related activity and are subject to the DISD Student Code of Conduct.
- 10.05 Accidents or Injuries. YHA agrees that if a vehicle transporting DISD students served by YHA is involved in any accident when students enrolled in DISD are on board, YHA will notify, within two (2) hours, the DISD Superintendent of Schools or designee. YHA further agrees that if a DISD student is injured in any way while in a YHA vehicle, YHA will notify, within two (2) hours, the DISD Superintendent of Schools or designee.

## **ARTICLE XI. STUDENT DISCIPLINE**

- 11.01 Student Code of Conduct. YHA and DISD teachers at YHA's facility shall follow the DISD Student Code of Conduct in the discipline of DISD students.

## **ARTICLE XII. FACULTY AND STAFF**

- 12.01 Employment Status of YHA's Staff. YHA acknowledges and agrees that any and all staff of YHA are the sole employees or contractors of YHA; at no time shall they be considered to be employees of DISD. DISD recognizes YHA's right to determine who shall perform duties related to the supervision of DISD students and that YHA may assign and reassign its employees serving in such roles. DISD may provide input at any time should concerns arise. Furthermore, the DISD faculty and staff working at YHA's facility are employees of DISD and not YHA. Likewise, YHA recognizes DISD's right to assign and reassign its teachers but may provide input at any time should concerns arise. DISD will make every reasonable effort to collaborate with YHA when determining which teacher(s) to provide at the YHA facility.

- 12.02 Criminal History Background. YHA agrees to comply with all criminal history background checks as required by DISD. YHA shall certify compliance with Texas Education Code section 22.0834 and Education Commissioner's rules regarding criminal history record review for all employees, applicants for employment, agents, or subcontractors of YHA. Additionally, YHA, unless it is a publicly-held corporation, must give advance notice to DISD if the owner or operator of YHA has been convicted of a felony. YHA will obtain criminal history record information that relates to an employee, applicant for employment, or agent of YHA if the employee, applicant, or agent has or will have continuing duties, and the duties are or will be performed at a location where DISD students are regularly present. YHA shall certify to DISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. YHA shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from DISD property or other location where students are regularly present. DISD shall be the final decider of what constitutes a "location where students are regularly present." DISD may terminate this Agreement immediately and without notice to YHA if the District determines that YHA failed to provide notice as required by this Agreement or misrepresented the conduct resulting in the conviction.
- 12.03 Faculty and Staff Employment Records. YHA acknowledges and agrees that DISD shall have a right of access to any and all employment records of YHA's staff who provide services to DISD students. YHA further agrees to make immediately available to DISD such employment records upon request.
- 12.04 Employee Performance. YHA understands that all DISD faculty providing services to DISD students under this Agreement shall be observed and appraised at least annually by DISD representatives.
- 12.05 Grievances and Complaints. DISD and YHA acknowledge and agree that neither the DISD grievance process under DISD Board Policy DGBA, nor any other form of grievance or compliant process authorized under DISD Board policy, shall be available to YHA's employees or contractors, such provisions only being available to DISD employees providing services under this Agreement.
- 12.06 Dual Employment. Except as otherwise agreed to between DISD and YHA in writing, a person cannot be both an employee of DISD and YHA.

### **ARTICLE XIII. DATA, RECORDS, AND RECORDKEEPING**

- 13.01 Data Sharing Agreement. YHA agrees to execute and comply with DISD Data Sharing requirements related to student data.



13.02 Texas Public Information Act (TPIA). YHA acknowledges that DISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, DISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, “public information” is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

- a) by DISD; or
- b) for DISD and DISD:
  - 1. owns the information; or
  - 2. has a right of access to the information; or
  - 3. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
- c) by an individual officer or employee of DISD in the officer’s or employee’s official capacity and the information pertains to official business of DISD.

YHA is expected to fully cooperate with DISD in responding to public information requests. This includes, but is not limited to, providing DISD with requested documentation. In the event that the request involves documentation that YHA has clearly marked as confidential and/or proprietary, DISD will provide YHA with the required notices under the TPIA. YHA 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.

13.03 PEIMS Records. Pursuant to Texas Education Code section 29.1532, YHA agrees to comply with all Public Education Information Management System (PEIMS) requirements as it pertains to the DISD students served under this Agreement. YHA acknowledges and agrees to provide to DISD all data necessary to comply with PEIMS requirements for DISD students receiving educational services under this Agreement. This shall include, but shall not be limited to, daily attendance data forwarded to DISD on a daily basis, enrollment data, demographic data, test scores, discipline records, special education and LEP records, and grade reports.

13.04 Texas Record Retention Laws. As to documents related to this Agreement, and YHA’s services under this Agreement, YHA agrees to be subject to the Texas Records Retention laws as set forth in the Texas Government Code and related schedules for retention. YHA agrees to comply with the requirements of the Texas Records Retention Laws and understands that DISD shall only be responsible for maintaining and retaining records within its possession.

13.05 Family Educational Rights and Privacy Act (“FERPA”). YHA acknowledges that DISD students’ records are confidential as to the public pursuant to FERPA. YHA agrees to

comply in all respects with FERPA in its records maintained regarding DISD students receiving education services under this Agreement and to take all necessary precautions to maintain the confidentiality of students' records. DISD employees with legitimate educational needs to review student records or program information shall have access to student records at all times. YHA acknowledges it may not re-disclose confidential student record information to a third party without prior written consent from the parent or eligible student. YHA further acknowledges it must destroy any student information received from DISD when no longer needed for the purposes listed in this Agreement.

13.05.1 YHA will be provided with the following information:

See Data Sharing Agreement.

- 13.06 Grade Reports. DISD shall provide grade reports for students receiving services under this Agreement.
- 13.07 Financial Reports to DISD. YHA shall comply with generally accepted fiscal management and accounting principles. DISD shall retain the right to conduct an audit of YHA as it deems necessary. YHA agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state, or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984.

#### **ARTICLE XIV. MEDIA AND COMMUNICATIONS**

- 14.01 Media Requests. DISD and YHA agree to collaborate regarding any media request or press release related in any way to DISD students receiving services under this Agreement. DISD and YHA 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 DISD Superintendent of Schools or designee. YHA agrees to comply with all applicable state law and DISD policies related to photographs or audio or video recording of students. At all times, YHA agrees it shall not represent itself as a representative or agent of DISD and shall not use DISD's name or logo without express written permission from DISD.

#### **ARTICLE XV. PROGRAM EVALUATION**

- 15.01 Reports to DISD. YHA and DISD shall periodically assess and report the effectiveness and efficiency of the educational services provided under this Agreement. Said reports shall include all information requested by DISD, which shall be identified on an annual basis and may include classroom observations, teacher observations, enrollment data, demographic data, attendance rates, achievement data, and discipline reports. DISD shall use this data to determine the effectiveness of the program, including but not limited to, student academic progress, student attendance rates, promotion and retention rates, and student disciplinary actions.

## **ARTICLE XVI. FISCAL AFFAIRS**

### **16.01 Contracting.**

16.01.1 General Contracting. YHA is responsible for obtaining, contracting with, and paying its own vendors or contractors for goods it acquires and services it provides under this Agreement.

16.01.2 YHA Background Checks. As described in Section 12.02 of this Agreement, the Parties acknowledge that DISD requires criminal history background checks on all vendors or contractors who enter and perform work or services which said vendors or contractors could come into contact with DISD students. YHA shall communicate to and enforce with its vendors and contractors the criminal history background requirements and shall make such information immediately available to DISD upon request.

16.02 Annual Audit. DISD reserves the right to perform annual or other periodic audits of this Agreement. YHA shall cooperate with DISD in any audit and agrees to provide whatever financial and/or accounting documentation DISD requests.

## **ARTICLE XVII. INTELLECTUAL PROPERTY MATTERS**

17.01 Proprietary Materials. DISD shall own its own intellectual property, including but not limited to, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, and website design for DISD. YHA shall own its own intellectual property, including, without limitation, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, and website design for YHA. Any material created exclusively by DISD shall be DISD's proprietary material. Materials created exclusively by YHA shall be YHA's proprietary material. DISD and YHA acknowledge and agree that neither entity has any intellectual property interest or claims in the other entity's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by DISD and YHA shall be jointly owned by the entities and may be used by either entity as agreed upon by both entities from time to time.

## **ARTICLE XVIII. INSURANCE AND INDEMNIFICATION**

18.01 Insurance Coverage. YHA, at its own expense, shall maintain insurance for YHA throughout the Term of this Agreement. **[INSERT MINIMUM INSURANCE REQUIREMENTS HERE, IF NECESSARY]**

18.02 Evidence of Insurance. YHA shall furnish a certificate of insurance and insurance policy to DISD evidencing the required coverage within ten (10) days after the execution of this Agreement. Thereafter, YHA shall provide to DISD a copy of the certificate of any renewal within thirty (30) days of receipt of same. YHA shall provide written notice to DISD of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

18.03 **Indemnification.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YHA SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISD, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, AND PROGRAM MANAGERS (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, 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 OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL, OR TORTIOUS ACT OR OMISSION OF YHA, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES"). IN THE EVENT OR FAILURE BY YHA TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING YHA OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY YHA TO THE INDEMNIFIED PARTIES, AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY YHA, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

YHA SHALL PROTECT AND INDEMNIFY DISD FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY YHA, OR BY DISD AT THE

**DIRECTION OF YHA, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISD SHALL PROMPTLY NOTIFY YHA AND YHA SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, DISD AGREES TO COOPERATE REASONABLY WITH YHA AND DPARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.**

**The indemnities herein shall survive the termination of this Agreement for any reason whatsoever.**

- 18.04 No Waiver of Immunity. Nothing in this Agreement shall be construed to waive any immunity to which DISD, any employee of DISD, or any member of the DISD Board of Trustees is entitled to under Applicable Law.

#### **ARTICLE XIX. TERM OF THE AGREEMENT; TERMINATION**

- 19.01 Term. This Agreement shall be for a term beginning on August 25, 2025, and ending July 31, 2026, subject to earlier termination as identified in this Agreement.
- 19.02 Termination. Either Party may terminate this Agreement by giving 30 days' written notice to the other Party.
- 19.03 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 TEA, PEIMS data, record retention requirements, FERPA, and public information requests.

#### **ARTICLE XX. GENERAL AND MISCELLANEOUS PROVISIONS**

- 20.01 Jurisdiction and Venue. The Parties consent and submit to the sole exclusive jurisdiction and venue of the state district court located in Dallas County, Texas, for purposes of any action, suit, or proceeding arising out of or relating to this Agreement.
- 20.02 Governing Law. The laws of the State of Texas, without regard to its conflict of law provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.
- 20.03 Counterparts, Facsimile Transmissions. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one

and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.

- 20.04 Official 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 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:

**For DISD:**

[INSERT CONTACT INFO]

200 East Belt Line Road  
DeSoto, TX 75115

**For YHA:**

[INSERT CONTACT INFO]

- 20.05 Amendment. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.
- 20.06 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 20.07 Severability. The Parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.
- 20.08 Successors and Assigns. This Agreement is a personal service contract for the services of YHA and DISD. YHA's interest in this Agreement and duties hereunder may not be assigned or delegated to a third party unless consented to in writing by DISD, which consent may be withheld in DISD's sole and absolute discretion. The benefits and burdens of this Agreement are, however, assignable by DISD. If DISD approves assignment, this Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. YHA shall not subcontract any portion of the work

required by this Agreement without prior written approval of DISD except for any subcontract work identified herein.

20.09 No Third-Party Rights. This Agreement is made for the sole benefit of DISD and YHA and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

20.10 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

20.11 Nondiscriminatory Employment. In connection with the execution of this Agreement, YHA shall fully comply with DISD's non-discrimination requirement cited below:

DISD, as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation and/or age in educational programs or activities that it operates or in employment decisions. The District is required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended, as well as Board policy not to discriminate in such a manner.

Submittal to the District of reasonable evidence of discrimination will be grounds for termination of this Agreement. This policy does not require the employment of unqualified persons.

Sexual harassment of employees or students of the District by YHA's employees or agents is strictly forbidden. Any employee or agent of YHA who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by YHA, including dismissal.

20.12 Conflict of Interest. No employee of DISDS shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official, or employee participate in any decision related to this Agreement 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.

20.13 Claims and Disputes.

20.13.1 Pre-Litigation Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement (collectively, "Claim" or "Claims") shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either Party. The Parties shall share the

mediator's fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the Parties. Except for injunctive relief, neither Party may commence litigation relating to any Claim arising under this Agreement without first submitting the Claim to mediation.

- 20.13.2 Claims for Consequential Damages. The Parties waive Claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination in accordance with this Agreement. Nothing contained in this subparagraph shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Agreement.

NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.

20.14 YHA Conduct.

- 20.14.1 Sexual harassment of employees of YHA or employees or students of DISD by employees of YHA is strictly forbidden. Any employee of YHA who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by YHA, including dismissal.
- 20.14.2 YHA shall be responsible to DISD for acts or omissions of YHA's employees, subcontractors, and their agents and employees, and other persons or entities performing portions of the work for or on behalf of YHA or any of its subcontractors. It is understood and agreed that the relationship of YHA to DISD shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make YHA the agent, servant, or employee of DISD, or (2) to create any partnership, joint venture, or other association between DISD and YHA. Any direction or instruction by DISD or any of its authorized representatives in respect to the services under this Agreement shall relate to the purpose of this Agreement and shall in no way affect YHA's independent contractor status described herein.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date written below:

\_\_\_\_\_  
Youth Health Associates

\_\_\_\_\_  
Date

\_\_\_\_\_  
DeSoto Independent School District

\_\_\_\_\_  
Date

DRAFT