

## Memorandum of Understanding

### Education is Freedom Foundation and DeSoto Independent School District

This is a Memorandum of Understanding (“MOU”) between DeSoto Independent School District (“DeSoto ISD”) and Education is Freedom Foundation (“EIF”), collectively the “Parties,” commencing on September 1, 2024.

The purpose of this MOU is to initiate a collaboration between EIF and DeSoto ISD. The Parties in agreement will commence an *EIF - DeSoto ISD* college and career access program with two (2) EIF Higher Education Advisors in DeSoto High School.

Program Strand	Staff	Focus	Program Components
Student College and Career Advising 12 <sup>th</sup> grade	2	12 <sup>th</sup> grade	1:1 and interactive sessions with students to complete essential fit & match, career pathways, test prep, college enrollment financial aid, certifications military, and workforce entry processes.

*EIF - DeSoto ISD* will work directly with high school students to help students articulate their vision for themselves, post-high school, whether it is college, career, military, or directly into the workforce, and help them navigate the systems and processes to get there.

**1. Background Checks:** All personnel providing services under this MOU that may in any way come into contact with students must undergo background checks consistent with those used by DeSoto ISD. All such checks must be performed and passed prior to any personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check and a criminal background check. The cost of all such background checks shall be borne by EIF, and DeSoto ISD shall not be liable for such cost under any circumstance. EIF will provide written confirmation to DeSoto ISD that the background checks on all personnel reflect no negative findings and that such personnel are therefore eligible to provide services under this MOU.

**2. Student Information:** EIF acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to the education and/or medical records of students. During the term of this MOU and thereafter, EIF agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of DeSoto ISD. EIF will not disclose any confidential information to any third party except as may be required in the course of performing services for DeSoto ISD hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”).

### **3. Obligations of Education is Freedom:**

- (a) Provide services including on-campus personnel (Higher Education Advisors), central support staff, on-campus college readiness activities, and off-campus college readiness activities, as defined by DeSoto ISD.
- (b) Support the DeSoto ISD defined campus goals.
- (c) Provide 2 full-time higher education advisors for 5 days per school week at a cost of \$130,000.

### **4. Obligations of DeSoto Independent School District:**

- (a) Provide campus space at DeSoto High School. In addition to physical space, provide internet access and support for other technology needs for *EIF – DeSoto ISD* staff. Support for logistical and office needs will be provided by the school. Since *EIF - DeSoto ISD* staff may need to be available and accessible to students outside of school hours to accommodate student schedules, staff will need access to the school itself, both before and after weekday school hours.
- (b) Upon written request, provide EIF with data access on all key student metrics to allow for assessment and evaluation of program outcomes. This includes, but is not limited to, student grades, class schedules, referrals, absences, and standardized test scores.
- (c) All Outcomes Based Funding (Texas HB 3) received by DeSoto ISD after January 1, 2026, will be remitted to EIF until the philanthropic funding gap of \$130,000 is recovered in full.

**5. Term and Termination:** The term of the MOU is from September 1, 2024, through July 31, 2025, unless earlier terminated by either Party by providing ninety (90) days' written notice to the person who has signed as a representative of each Party below. Any Party may terminate this MOU without cause or penalty by providing such notice to the other Party. If not terminated by the above method, this MOU shall terminate on July 31, 2025.

**6. Notice.** Notice shall be deemed to be given when personally delivered or three (3) days after deposited in the U.S. Mail, postage prepaid, addressed to a Party at its address shown below. The address of either Party may be changed at any time and from time to time by written notice to the other Party.

**DeSoto Independent School District:**

Dr. Usamah Rogers  
Superintendent  
200 E. Belt Line Road  
DeSoto, TX 75115  
Tel: 972-223-6666

**Education is Freedom Foundation**

Dr. Susanna Russell  
President / CEO  
3000 Pegasus Park Drive Suite 704  
Dallas, TX 75247  
Tel: 512-694-2955

**7. Sovereign Immunity:** Nothing in this MOU shall be deemed to waive the sovereign or statutory immunity of the State of Texas, or of the staff or employees of EIF or DeSoto ISD.

**8. Applicable Law and Venue:** This MOU and all of the rights and obligations of the Parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The Parties agree that venue must be in Dallas County, Texas.

**9. Amendments:** Any change to this MOU shall be preceded by a written amendment signed by both Parties. An amendment is required:

1. Whenever the term of this MOU is extended or reduced; or
2. For any change in terms and conditions of the MOU.

**10. Miscellaneous:** Nothing in this MOU shall be construed to create a joint venture or partnership. The Parties are independent contractors.

**11. Assignment:** The rights, responsibilities, and duties under this MOU are personal to EIF and DeSoto ISD and must not be transferred or assigned without the express prior written approval of the opposite Party.

**12. Waiver:** The Parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver by DeSoto ISD. A waiver by either of the Parties of any of the covenants, conditions, or agreements hereof to be performed by the other Party must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.

**13. Captions:** The captions of paragraphs in this MOU are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.

**14. Severability:** In case any provision hereof is, for any reason, held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this MOU must be construed as if such invalid or unenforceable provision had not been included herein.

**15. Force Majeure:** Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such party including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.

*By signing, I certify that I have read and agree with the terms of the MOU and am officially authorized to sign and execute on behalf of my institution.*

**DeSoto Independent School District**

**Education is Freedom Foundation**

By: \_\_\_\_\_

By: Susanna Russell

Name (Printed): Dr. Usamah Rodgers,  
Superintendent of Schools

Name (Printed): Dr. Susanna Russell, CEO

Date: \_\_\_\_\_

Date: 08/09/24



Exhibit B



## Confidentiality Policy for Education is Freedom Foundation

### BOARD OF DIRECTORS

#### **CHAIRMAN**

**Mark Okada**  
Co-Founder & CEO  
Sycamore Tree Capital Partners, LP

#### **FOUNDER**

**James W. Kayan**  
Chairman & CEO  
Wild Oaks Marketing LLC

#### **SECRETARY**

**Hon. Rafael Anchia**  
Texas State House  
Representative  
Partner  
Haynes & Boone, LLP

#### **Scott Beasley**

Chief Financial Officer  
Frontier Communications

#### **David Biegler**

Retired Chairman & CEO  
Southcross Energy, LLC  
Retired Vice Chairman  
TXU Corporation

#### **Patrick Brandt**

Co-Founder & President  
ShiftSmart

#### **Al Bru**

Retired Vice Chairman  
PepsiCo Inc  
Retired Chairman & CEO  
Frito-Lay, Inc

#### **Sandi Korman**

Senior Vice President  
Chief Human Resources Officer  
Kimberly Clark Corporation

#### **Mavis Knight**

Community Volunteer

#### **Drexell Owusu**

Chief Impact Officer  
The Dallas Foundation

#### **Matthew Randozzo**

President & CEO  
The Dallas Foundation

#### **Sen. Royce West**

Texas State Senator  
Partner  
West & Associates, LLP

### FERPA Compliance Policy

The Family Educational Rights and Privacy Act (FERPA) is a federal law that protects student's educational records. The effect of the law is to control the release of certain private information about students. Our responsibility is to protect our student's rights under this law. Educational Records that you should never release to anyone outside of EIF without written consent from the parent or student (if 18 yrs old) and with the approval of your supervisor /manager includes:

- Social Security Numbers
- Student ID numbers
- Academic evaluations
- Student assistance records
- Mother's maiden name
- Grades/GPA/Transcripts
- Academic or psychological evaluations

As a practical matter, handle student records carefully:

- Do not leave personally identifiable documents out on your desk.
- Do not leave personally identifiable information on your computer screen. Minimize your screen or log off when you leave your desk.
- Do not store student-related files on your personal electronic devices without prior approval.
- All related files must be password protected.
- Do not give out personal information over the phone.
- Do not disclose information to anyone who does not have a reasonable educational interest in the student
- And, finally, if you are in doubt, don't give it out.



**EDUCATION is FREEDOM**




1111 W. Mockingbird Lane, Suite 1300B, Dallas, TX 75247  
1-877-6-I AM EIF (1-877-842-6343) | [www.educationisfreedom.org](http://www.educationisfreedom.org) | @elfdotorg   



Exhibit B



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Retired Vice Chairman  
TXU Corporation

**Patrick Brandt**

Co-Founder & President  
Shitemart

**Al Bru**

Retired Vice Chairman  
PepsiCo Inc.  
Retired Chairman & CEO  
Frito-Lay, Inc.

**Sandi Kamman**

Senior Vice President  
Chief Human Resources Officer  
Kimberly Clark Corporation

**Mavis Knight**

Community Volunteer

**Drexell Owusu**

Chief Impact Officer  
The Dallas Foundation

**Matthew Randazzo**

President & CEO  
The Dallas Foundation

**Sen. Royce West**

Texas State Senator  
Partner  
West & Associates, LLP

**Confidentiality Policy for Education is Freedom Foundation**

Respecting the privacy of our clients, donors, members, staff, volunteers and of Education is Freedom Foundation itself is a basic value of Education is Freedom Foundation. Personal and financial information is confidential and should not be disclosed or discussed with anyone without permission or authorization from the Marcia Page, President & CEO.

Care shall also be taken to ensure that unauthorized individuals do not overhear any discussion of confidential information and that documents containing confidential information are not left in the open or inadvertently shared.

Employees, volunteers and board members of Education is Freedom Foundation may be exposed to information which is confidential and/or privileged and proprietary in nature. It is the policy of Education is Freedom Foundation that such information must be kept confidential both during and after employment or volunteer service. Staff and volunteers, including board members, are expected to return materials containing privileged or confidential information at the time of separation from employment or expiration of service. Unauthorized disclosure of confidential or privileged information is a serious violation of this policy and will subject the person(s) who made the unauthorized disclosure to appropriate discipline, including removal/dismissal.



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Signature:

Email: [srussell@educationisfreedom.org](mailto:srussell@educationisfreedom.org)






# 2024-2025 - Education is Freedom\_DeSoto ISD 082624

Final Audit Report

2024-08-09

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