

Network Services and Licensing Agreement DeSoto ISD

This Network Services and Licensing Agreement (the “Agreement”) is between Economic Mobility Center (EMC), a Texas nonprofit organization (“EMC” or “Licensor”) and DeSoto Independent School District (“District” or “Licensee”), a political subdivision of the State of Texas (“District” or “Licensee”). Licensor and Licensee may be referred to individually as a Party and collectively as the Parties.

RECITALS

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

A. Definitions and assumptions

1. The “**Initiative**” is the District’s educational impact priority to improve college and career outcomes of students.
2. “**Services**” means the services identified in **Exhibit A** (the “Statement of Work”) under the Services section and related implementation activities provided by EMC in connection with the Initiative.
3. “**Solutions**” means templates and solutions created, deployed, and adapted by EMC for District in connection with EMC’s provision of Services as set forth in this Agreement. EMC shall own all Solutions used in connection with this Agreement. EMC shall promptly disclose and designate all the Solutions to the District as it is created, and District shall perform all actions reasonably necessary to establish and confirm EMC’s exclusive ownership in the Solutions.

B. Scope of Work and Fees

1. During the term of this Agreement, EMC shall provide the Services to District set forth in the Scope of Work contained in Exhibit A. District will use reasonably practicable efforts to cooperate with EMC to assure the successful implementation of the Services.
2. It is expressly understood and agreed by the Parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with EMC or prohibit EMC from executing additional similar contracts with other entities or sources.
3. In consideration for the provision of Services and the grant of rights hereunder, District shall pay Economic Mobility Center the amounts set forth in **Exhibit A**, with such amount to be invoiced according to the schedule set forth in **Exhibit A**.
4. Performance Standards. EMC shall perform the Services in a professional and workmanlike manner, consistent with generally accepted industry standards and in accordance with the requirements set forth in Exhibit A. EMC shall use commercially reasonable efforts to meet any timelines, deliverables, and implementation objectives mutually established by the Parties. A material failure by EMC to perform the Services in accordance with this Section, including a repeated failure to provide agreed-upon Services or to make reasonable progress toward implementation objectives after written notice from the District, shall constitute a material breach of this Agreement.

C. Ownership and Use of Solutions

1. License

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

2. Use of Work Product

a) Purpose.

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

b) Quality.

- (i) Quality Control. Licensor may exercise quality control over all uses of the Solutions under this Agreement to maintain the validity of the Solutions and protect the goodwill associated therewith.
- (ii) Compliance with Laws. In exercising its rights under this Agreement, Licensee shall comply with, and shall ensure that services sold or otherwise supplied by Licensee complies with, all applicable Laws. "Law" means any applicable statute, law, ordinance, regulation, rule, or order of any federal, state, or local governmental authority with jurisdiction over the Parties or the subject matter of this Agreement.

c) Exclusions.

- (i) Licensee agrees that it shall not apply for, or obtain, or assist any person in applying for or obtaining any registration of the Solutions, or any trademark, service mark, trade name, domain name, or other indicia confusingly similar to the Solutions, without prior written consent from Licensor.

3. Confidentiality

- a) 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,

trade secrets, 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 Confidential Information within the Solutions including, but not limited to, strategies, policies, procedures, methods of operation, pricing, marketing plans, financial information, vendor identities and capabilities, manufacturing processes, research, engineering data, designs and drawings, pictures, video, design standards, contemplated or new product or service developments, prototypes, computer software and programs, inventions, and other proprietary data, and any information falling within the definition of the term "trade secret" as defined in Title 18 of the United States Code, including 18 U.S.C. § 1839, will be deemed Confidential Information of Licensor, regardless of the manner or medium in which it is furnished (including written, oral or electronic) and regardless of whether the information is marked "Confidential" or not. Each Party shall maintain the Confidential Information in strict confidence and not disclose any Confidential Information to any other person, except to its employees or agents who have a need to know such Confidential Information for such Party to exercise its rights or perform its obligations hereunder. Each Party shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Confidential Information from use or disclosure other than as permitted hereby.

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

delay, and in no event later than seventy-two (72) hours after discovery, of any actual or reasonably suspected unauthorized access to, or disclosure of, District Data (“Security Incident”). EMC shall cooperate fully with the District in investigating and responding to any Security Incident.

6. Data Ownership and use. The District retains all right, title, and interest in and to all data, including student data, education records, and any other information provided by or on behalf of the District to EMC (“District Data”). EMC shall use District Data solely for the purpose of performing its obligations under this Agreement and for no other purpose. EMC shall not, absent express written consent from the District, sell, disclose, or commercially exploit District Data, and shall not aggregate District Data with data from other sources except as necessary to perform the Services and only in a manner that does not identify the District or its students. Upon expiration or termination of this Agreement, EMC shall, at the District’s option, return or securely destroy all District Data in its possession, except to the extent retention is required by law.
 - i. To the extent EMC receives access to education records subject to FERPA, the District designates EMC as a “school official” with a legitimate educational interest in the education records disclosed under this Agreement. EMC shall be under the direct control of the District with respect to the use and maintenance of such education records and shall comply with all applicable requirements of FERPA. EMC shall use such records solely for the purpose of performing its obligations under this Agreement and shall not redisclose such records except as permitted by law.

D. Term and Termination

1. The term of this Agreement shall be for three (3) years, beginning on [July 1, 2026] and ending on [June 30, 2029] (the “Term”).
2. Should either Party wish to terminate the Agreement prior to June 30, 2029, this Agreement shall be terminated as follows:
 - (i) Either party provides a 30-day written notice of intent to terminate the Agreement; or
 - (ii) At the non-breaching party’s option if the other party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to cure such breach within sixty (60) days of receiving written notice of such breach from the non-breaching party; or
 - (iii) At EMC’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 Annual Network Fee payable hereunder shall be prorated for the annual period up to the date of termination, in line with Exhibit A, Statement of Work. Such obligation to pay shall survive termination of this Agreement.
4. Non-Appropriation. Notwithstanding any other provision of this Agreement, the District’s obligations under this Agreement are contingent upon the availability of lawfully appropriated funds. In the event sufficient funds are not appropriated for any fiscal period during the Term, the District may terminate this Agreement without penalty upon written notice to EMC. The District shall not be obligated to make any payments beyond the fiscal period for which funds have been appropriated.

E. Liability

1. In no event shall EMC'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 EMC's compensation for Services provided in the year preceding the event which is the basis of the action or claim.
2. To the extent permitted by law, In no event shall either Party be liable to the other for any indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.
3. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL SERVICES, INCLUDING THE SOLUTIONS, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION PROVIDED UNDER THIS AGREEMENT, ARE PROVIDED "AS IS". EMC HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EMC 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, EMC MAKES NO WARRANTY OF ANY KIND REGARDING THE SUCCESS OF THE INITIATIVE OR THAT THE SERVICES WILL MEET DISTRICT'S OR ANY OTHER PERSON'S EXPECTATIONS.

F. Indemnification

1. To the extent permitted by applicable law, each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its members, managers, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, causes of action, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from the Indemnifying Party's breach of this Agreement or the negligence or willful misconduct of the Indemnifying Party or its officers, employees, contractors, or agents.

G. Miscellaneous

1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Venue for any action to enforce the terms and conditions of this Agreement shall be maintained in the state or federal courts of Dallas County, Texas. Nothing in this Agreement shall waive any party's immunity under applicable law.
2. All Services provided under this Agreement by EMC shall be as independent contractor. The Parties understand and acknowledge that EMC 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. EMC also understands that it is responsible, according to applicable law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.

3. All notices pertaining to this Agreement must be in writing and sent (i) in person, (ii) by certified or registered mail, (iii) by overnight delivery carrier for next day delivery, (iv) by facsimile, or (iv) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to EMC:

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

If to the District:

DeSoto Independent School District
200 E. Belt Line Road
DeSoto, TX 75115
Attn: Brent Mitchell
Email: brent.mitchell@desotoisd.org

4. This Agreement shall be binding upon and inure to the benefit of both District and EMC and their successors.
5. This Agreement may be amended or modified only in a writing signed by both EMC and the District.
6. Severability: In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.
7. Records Retention and Audit. EMC shall maintain complete and accurate records related to its performance under this Agreement in accordance with applicable law. The District or its authorized representatives shall have the right, upon reasonable notice and during normal business hours, to audit and inspect such records to verify EMC's compliance with the terms of this Agreement. EMC shall retain such records for a period consistent with applicable records retention laws and shall provide reasonable cooperation in connection with any such audit.
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. Ineligibility for Nonpayment of Child Support: Pursuant to Texas Family Code § 231.006(d), regarding child support, EMC certifies that EMC 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 delays or failure to perform, resulting from any condition beyond either party's reasonable control, including but not limited to acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion, or hostilities (whether war is declared or not); terroristic threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; failure of Internet service; any third-party service; any telecommunication breakdown or power outage; and or any other circumstances of like character. Should performance of any obligation created under this Agreement become illegal, impossible, impracticable, not reasonably possible, or if a party is otherwise prevented or hindered from complying due to a force majeure incident as described in this Section or any other cause not enumerated herein but which is beyond the reasonable control of the party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected party provides reasonable notice as soon as practicable following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.
12. Entire Agreement: This Agreement contains the entire agreement of the Parties concerning the subject matter described herein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.
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.
15. EMC affirms that it does not and will not boycott Israel during the term of the contract. Tex. Gov't Code Section 2271.
16. EMC affirms that it does not and will not boycott energy companies during the term of the contract. Tex. Gov't Code 2274.

17. EMC affirms that it does not and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Tex. Gov't Code 2274.

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

ECONOMIC MOBILITY CENTER

Signed by:
Signature *Kristin Micalizio*

Name Kristin Micalizio

Title Chief Operating Officer

Date 5/18/2026

DESOTO ISD

Signature

Name

Title

Date

**Exhibit A:
Statement of Work Contract (July 1, 2026 – June 30, 2029)
College and Career Solutions**

Economic Mobility Center (“EMC”) works with school districts through the Economic Mobility Center College and Career Solutions Network (the “Network”), a nonprofit, collaborative model designed to support district efforts to improve college and career outcomes for students. Through the Network, districts engage with EMC to access shared tools, implementation support, and collective learning focused on organizing, integrating, and using college, career, and workforce data in support of district-defined priorities.

Services and Solutions options available for Network Partners

Services are provided on an ongoing basis and prioritized collaboratively with District leadership based on District needs, sequencing, and available capacity during the contract term.

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

Implementation Process

Implementation activities are delivered on an ongoing basis and sequenced collaboratively with District leadership. The timing, order, and emphasis of implementation may vary based on district priorities, readiness, and Network capacity over the contract term. The implementation approach is designed to ensure strong adoption, sustainable use, and measurable impact aligned to CCMR A–F accountability and HB3 outcomes.

Power Focus: At regular intervals work with district leadership to identify and prioritize the next set of solutions for implementation or expansion (e.g., CTE and IBC-related solutions). Prioritization is informed by district goals, performance data, system readiness, and available capacity.

Implementation Focus:

- Maintain ongoing, structured check-ins with cross-functional district teams, project leads, and department leaders to align work, monitor progress, and address barriers.
- Support coordination and management of vendors related to system integrations, data movement, and automation to ensure solutions function cohesively and reliably.
- Partner with district leaders, IT, and data teams to progress data work from manual processes toward sustainable automation aligned to CCMR and HB3 reporting needs.
- Provide support for reporting, dashboards, visualizations, and applied analysis to enable district and campus leaders to monitor performance and inform decision-making.
- Define, sequence, and deliver training and ongoing support needed to ensure strong adoption by administrators and staff, with a deliberate focus on capacity building, continuous improvement, and change management.

Additional Notes:

- Execution of required Data Sharing Agreements and timely access to agreed-upon data sources are necessary to support delivery of certain Services and Solutions. Delays or limitations in data access may impact timelines or sequencing.
- Requests for material customization, additional integrations, or work beyond the scope described herein may require a separate statement of work.

Pricing:

	Annual Network Fee
DESOTO ISD	\$45,000

The Annual Network Fee reflects District participation in the Network and access to the Services and Solutions described in this Statement of Work. The fee is not based on usage volume or hours.

The cost of purchasing and licensing third party technology is not included in the Annual Network Fee and not covered by this Agreement.

Invoicing and payment: based on the information contained in this SOW, EMC shall invoice the District on the following fee schedule:

Timeframe	Fee	Date Due
July 1, 2026-June 30 2027	\$45,000	July 1, 2026
July 1, 2027-June 30 2028	\$45,000	July 1, 2027
July 1, 2028-June 30 2029	\$45,000	July 1, 2028

*Full payment shall be made by District within 30 days of District's receipt of the invoice.



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

Child Support Certification

I.

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

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

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

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

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

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

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

II.

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

Name

Social Security #

_____	_____
_____	_____
_____	_____
_____	_____

III.

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

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

Signature

Title

Printed Name

Date