

Agreement to Provide Services

Dickson Educational Services, LLC
5796 E. State Highway 114, #1C
Box 10
Haslet, TX 76052



Terms and Conditions (Part 2)

- 1) **Purpose.** The purpose of this Agreement to Provide Services ("Agreement") is to establish the terms and conditions for the outlined products and services between:

SERVICE PROVIDER: DICKSON EDUCATIONAL SERVICES, LLC

and

LEA: HARLETON ISD (102-905)

- 2) **Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. Facsimile or Electronic signatures shall have the same force and effect as an original.
- 3) **Payments.** Dickson Educational Services, LLC (the "Service Provider" or "Provider") will invoice upon receipt of this Agreement. The named LEA shall be responsible for all Fees as identified in this Agreement and agrees to remit full payment to Accounts Payable promptly upon its receipt of the invoice and no later than 30 days after the date of the invoice.
- 4) **Correspondence.** All correspondence and notices to the Provider related to this agreement shall be sent to:

Dickson Educational Services, LLC
PO Box 289
Rhome, Texas 76078
billing@jgdickson.com

- 5) **Payment Plan.** If an LEA selects "Payment Plan" under "Purchase Options," payments will be divided over the period of the agreement (the "Agreement Period"), provided that any balance owed to Service Provider as of the termination this Agreement shall become immediately due and payable upon termination. Service Provider will present invoices on the first of each month and the named LEA agrees to remit the invoiced amount to Accounts Payable promptly upon its receipt of the invoice.
- 6) **Late Fee.** Any invoice not paid within thirty (30) calendar days after receipt is subject to a 10% late fee of the unpaid balance of the invoice and will incur the maximum interest permitted by law until the invoice amount is paid in full. All unpaid invoices will be sent to Service Provider's attorney and all costs, fees, and expenses, including, but not limited to, attorney's fees that Service Provider incurs in collection efforts for payment of any invoice will be (i) added to the invoice as due and payable and (ii) reimbursed by the LEA to the maximum extent permitted by law. Failure to timely make any payment may result in suspension or termination of the Agreement in Service Provider's discretion.
- 7) **Reimbursement of Expenses.** Service Provider is entitled to reimbursement for reasonable expenses related to the completion of the outlined agreement if written prior approval from the LEA is obtained.

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Terms and Conditions (Part 3)

- 8) **Travel.** The “Outline of Services” section included with this Agreement outlines any included prepaid travel. Additional travel not included within the Agreement must be agreed upon in writing between the LEA and Service Provider and is subject to 1) the IRS business standard mileage rate in effect during the Agreement, as modified or amended, 2) for time spent in transit, half the hourly rate referenced in Paragraph 11, and 3) \$200 per night per employee for lodging expenses.
- 9) **Business Hours.** Service Provider operates Monday through Friday from 8:30 AM to 4:30 PM and observes most major holidays and breaks recognized by Texas public schools including Labor Day, Martin Luther King Day, President's Day, Thanksgiving, Winter Break, Good Friday, Spring Break, Memorial Day, and Independence Day. LEAs may contact the Service Provider for an official operations calendar.
- 10) **Timeline for Performance.** A “Timeline for Performance” is defined as the expected time allotted for a service or project request to be completed by Service Provider. LEA must provide Service Provider with written notice of any project or service request requiring more than one (1) hour of labor from Service Provider within 24 hours of the request, and LEA must provide Service Provider with written notice of any project or service request requiring more than eight (8) hours of labor from Service Provider within one week of the request (“Reasonable Notice”). If LEA fails to provide Service Provider with Reasonable Notice, then Service Provider will notify LEA of its failure to provide Reasonable Notice and LEA may adjust its requested Timeline for Performance or may provide written agreement to pay Service Provider the expedited fee of an hourly rate of \$95.00 up to \$760.00 per eight-hour day. If LEA causes a delay in the Timeline for Performance, then Service Provider reserves the right to make any necessary adjustments to the Timeline for Performance. A service or project request that requires labor outside of normal business hours including evenings, weekends, or holidays will be charged at an hourly rate of \$120.00 per hour.
- 11) **Outline of Services.** Service Provider will provide all services outlined within the Outline of Services section found within this Agreement. The LEA is responsible for reviewing the Outline of Services prior to authorizing this Agreement. Requested services not included within the Outline of Services must be submitted in writing and are subject to the hourly rate of \$95.00 for task completion unless otherwise included in a separate Agreement to Provide Services.
- 12) **Merger Clause; No Reliance.** This Agreement (including attachments) contains the entire agreement and understanding among the parties hereto, and supersedes all other agreements and understandings among the parties, whether oral or written, with respect to the particular engagement covered by this Agreement. There are no, and neither party is relying on any, representations, warranties, understandings, or agreements, whether oral or written, other than the express written terms of this Agreement (including attachments).
- 13) **Assignment.** This Agreement may not be assigned by either party without the express written consent of the other party.
- 14) **Modification.** This Agreement may not be amended or modified except by a written agreement signed by both parties.

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Terms and Conditions (Part 4)

- 15) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument, notwithstanding that all signatures may not appear on the same counterpart.
- 16) **Prior Agreements.** This Agreement is intended to cover only the services specified herein and limited to the dates of service outlined under the Purchasing and Pricing Agreement. This Agreement does not automatically include or extend prior services unless otherwise specifically stated. This Agreement is a separate and discrete event and any future services will be covered by a separate agreement to provide additional services.
- 17) **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. Upon timely written notice of any dispute arising under this Agreement, the parties shall have 60 days to attempt to resolve the dispute by negotiation between representatives who have authority to settle the dispute. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Fort Worth, Texas.
- 18) **Notices.** Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, to the addresses listed on page one unless otherwise noted here. All such notices or other communications shall be deemed to have been received:
- On the date of facsimile transmission and machine confirmed receipt, if sent by facsimile transmission;
 - On the third business day after being mailed by registered or certified mail;
 - On the next business day after being sent via commercial overnight courier; and
 - On the date sent, if sent via electronic mail with receipt of confirmation.
- 19) **Term & Termination.** The "Term" of this Agreement shall be for a period of two (2) years, commencing on the day this Agreement is executed. During the Term, Service Provider is prohibited from increasing the Service Fee agreed upon under the Purchase and Pricing Agreement without prior written authorization from the LEA. At the end of the initial Term of this Agreement, this Agreement shall automatically renew for an additional twelve (12) months as outlined under the Purchase and Pricing Agreement section unless either party has given sixty days written notice of termination prior to the expiration of the term. Notwithstanding the forgoing renewal provision, (i) either party may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof; (ii) Service Provider may terminate this Agreement for non-payment on at least thirty (30) days' prior written notice; and (iii) the LEA may terminate this Agreement due to low enrollment or budget shortfall on at least thirty (30) days' prior written notice.
- The LEA shall be responsible for all obligations to make payments to Service Provider for all services and products provided, and expenses incurred, through the effective date of termination of this Agreement. In the event of early termination of a multi-year agreement, the LEA agrees to pay the pro-rated price without the Annual Commitment Discount.
- 20) **Final Invoice.** Promptly following the termination of this Agreement, Service Provider will give LEA a final invoice for any remaining amounts owed under this Agreement including for services and products provided and expenses

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Terms and Conditions (Part 5)

incurred by Service Provider through the effective date of termination. LEA shall pay such invoice subject to the terms of Paragraphs 3 and 6 above.

- 21) **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party nor create any legal rights or claim on behalf of any third party.
- 22) **Public Information.** This Agreement including all documents and all electronic information in either parties' possession may be subject to the provisions of the Texas Public Information Act.
- 23) **Relationship of Parties.** This Agreement does not create and shall not be construed by the parties or any third person as creating any agency, partnership, joint venture, or employment or special relationship between the parties. The relationship of the parties shall be solely that of independent contractors.
- 24) **Background Checks.** At any time prior to or during the Term of this Agreement, all staff, subcontractors, and agents of Service Provider performing services under this Agreement shall undergo and pass a background check. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the Texas Department of Public Safety.
- 25) **Confidentiality.** In regard to the use and transfer of data and information that is subject to State and Federal confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, Service Provider agrees to comply with the provisions of FERPA and applicable state law. For the purposes of the Agreement and the specific projects conducted pursuant to the Agreement and described in addenda to the Agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. This Agreement may not be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under Federal law or regulation or applicable state law or regulation.

Service Provider requires all employees, contractors, and agents of any kind to comply with the Agreement and all applicable provisions of FERPA and other federal and state laws with respect to the data and information shared under the Agreement. Service Provider agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agency with access to data pursuant to the Agreement. Service Provider is not authorized to share data and information provided under the Agreement and addenda with any other individual or entity for any purpose other than in connection with the performance of this Agreement.

- 26) **Independence.** Service Provider must be independent, in both fact and appearance, from LEA in its performance of services. LEA must inform Service Provider prior to any discussions with personnel of Service Provider regarding employment matters. During and for two years after the termination of this Agreement, LEA agrees not to solicit, directly or indirectly, any employee or contractor of Service Provider unless Service Provider provides prior consent. If Service Provider consents and a Service Provider employee is hired by LEA while this Agreement is active or within twenty-four (24) months of the termination this Agreement, then LEA agrees to pay Service Provider a search fee equal to 20% of the employee's base LEA compensation no later than 90 days from the employee's first day of employment with LEA.

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Terms and Conditions (Part 6)

- 27) **No Indemnification by LEA.** The parties agree, understand and acknowledge that nothing in any agreement, addendums, exhibits or other terms or conditions shall impose a duty on the LEA to Indemnify Service Provider or other third parties. The parties expressly agree that such a duty is prohibited by Texas law.
- 28) **Limited Liability.** Service Provider is not a law firm, does not act as the attorney for the LEA, and is not a substitute for advice from an attorney. Per Texas Administrative Code §129.21, final coding determinations are the responsibility of the LEA and its designated Superintendent. Service Provider cannot make final determinations related to codes or data elements reported for the purpose of accountability and funding. The LEA is ultimately responsible for providing and maintaining required documentation and following legally required protocols for document maintenance outlined in the Texas Education Code, the Texas Administrative Code, the Student Attendance Accounting Handbook, by the Texas State Library and Archives Commission, and other applicable document maintenance requirements published in the State of Texas. The LEA is responsible for reviewing and verifying all reports and publications for accuracy in relation to all data elements impacted by this agreement. To the maximum extent permitted by law, neither party shall be liable for any consequential, special, incidental, or exemplary damages, or any lost profits or data.
- 29) **HB 89.** In compliance with Texas House Bill 89, passed by the Texas Legislature in 2017, Service Provider does not boycott Israel and will not boycott Israel during the Term of this agreement.

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Outline of Services

PEIMS Partner

- Serve as a trainer, advisor, and technical service provider to the LEA's acting PEIMS Coordinator.
- District level review and Superintendent Conference of TSDS Summary Reports.
- Technical assistance in PEIMS-related student data determination and PEIMS reporting.
- Individualized training for the district-level PEIMS Coordinator.
- Discounted onsite professional development or representation. †
- Partner with the local service center for troubleshooting, data accuracy, and compliance. ^
- Review TSDS PEIMS errors and guide error resolution.
- TSDS PEIMS and Student Information Report Review (District Level Only).
- Review of Fall Collection TSDS Reports. (District Level Only).
- Review of Midyear Collection TSDS Reports. (District Level Only).
- Review of Extended Year TSDS Reports. (District Level Only).
- Review of Summer Collection TSDS Reports. (District Level Only).
- Technical Assistance with other required TSDS Submissions.
- Participate in online training.

+ Communication with the local service center requires that the LEA have a PEIMS contract with the local ESC

* Refer to the timeline requirements and possible fees outlined in the terms.

^ SIS troubleshooting is limited to Student PEIMS-related issues

**Data extraction is limited to two (2) times per month. Additional extractions are subject to the daily fee

† Limited to terms outlined within the signed agreement, including prepaid onsite services and services offered at a discounted rate.

Final coding determinations must be made by the contracted LEA, including, but not limited to, schedule changes, grades, special program identifiers, and student identity information. Dickson Educational Services, LLC, will guide legal reporting requirements and identification; however, the LEA is ultimately responsible for delivering and maintaining the required documentation and following the legal protocols outlined in the Texas Education Code, Student Attendance Accounting Handbook, and Texas Administrative Code.

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PEIMS PLUS+ Partner

- Serve as a trainer, advisor, and technical service provider to the LEA's acting PEIMS Coordinator.
- Assist the LEA's acting PEIMS Coordinator in PEIMS-related submissions and tasks as outlined within this section.
- District level review and Superintendent Conference of TSDS Summary Reports.
- Technical assistance in PEIMS-related student data determination and PEIMS reporting. ++
- Partner with local service center for troubleshooting, data accuracy, and compliance. +
- Review TSDS PEIMS errors and provide guidance on error resolution. *
- Secure file transfer and storage of PEIMS-related documents.
- *TSDS PEIMS and Student Information Report Review for the district and all related campuses in connection to Skyward-to-Ascender data migration. (added service)*
- Review of Fall Collection TSDS Reports (District Level).
- Review of Midyear Collection TSDS Reports (District Level).
- Review of Extended Year TSDS Reports (District Level).
- Review of Summer Collection TSDS Reports (District Level).
- Submit files through the TSDS PEIMS system, including but not limited to: Submission 1, 2, 3, & 4, Class Roster Collection, Residential Facility Tracker (if applicable), ECDS, and Charter School Waitlist (if applicable). *
- Provide guidance to the PEIMS Coordinator on submission error corrections.
- LEA Review and guidance of Economic Disadvantaged Reports.
- LEA Review and guidance of ESL / LEP / Bilingual Reports.
- LEA Review and guidance of Gifted and Talented Reports.
- LEA Review and guidance of Special Education Reports.
- LEA Review of Title I Reports.
- Review of required documentation for student TSDS PEIMS submissions.

+ Communication with the local service center requires that the LEA have a PEIMS contract with the local ESC.

* Reference timeline requirements and possible fees outlined within the terms.

^ SIS troubleshooting is limited to Student PEIMS-related issues.

++ Onsite training or onsite support is subject to the daily rate plus travel expenses as outlined within the terms.

Final coding determinations must be made by the contracted LEA, including, but not limited to, schedule changes, grades, special program identifiers, and student identity information. Dickson Educational Services, LLC, will guide legal reporting requirements and identification; however, the LEA is ultimately responsible for delivering and maintaining the required documentation and following the legal protocols outlined in the Texas Education Code, Student Attendance Accounting Handbook, and Texas Administrative Code.

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Agreement and Acceptance

This Agreement to Provide Services is valid until the stated expiration date.

Upon acceptance, all pages of the Agreement must be initialed, signed, and returned to Service Provider on or before the expiration date via mail or email. Alternatively, this Agreement may be executed by DocuSign. If applicable, when returning the Agreement, please submit a copy of the purchase order.

By signing below, representatives acknowledge that they have authority to act on behalf of the LEA or Service Provider and agree to the provisions, terms, and conditions outlined within the Agreement.

Name of LEA: HARLETON ISD (102-905)

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Service Provider: DICKSON EDUCATIONAL SERVICES

Signature: _____ Date: _____

Representative: J. GAVIN DICKSON Title: CEO / FOUNDER

Contact Address

Customer Contact Address for Notices

Provider Contact Address for Payments and Notices

DICKSON EDUCATIONAL SERVICES, LLC
PO BOX 289
RHOME, TEXAS 76078
BILLING@JGDICKSON.COM