

**AGREEMENT FOR EDUCATIONAL SERVICES
BETWEEN
DALLAS COLLEGE
AND
THE CITY OF COPPELL**

This Agreement for Educational Services (“Agreement”) is made and entered into by and between Dallas College, a Texas political subdivision of higher education (“College” or “Dallas College”) and The City of Coppell with its Town Center located at 255 E. Parkway Blvd., Coppell, TX 75019 (“Client”). The College and the Client may hereafter be referred to individually as “Party” and collectively as “Parties.” For and in consideration of the mutual agreements contained herein, the Parties enter into this Agreement under the following terms and conditions:

1. **Purpose of Agreement:** Pursuant to this Agreement, the College will provide instruction of various non-credit courses to employees of the Client (“Educational Services”). For purposes of this Agreement, employees enrolled and receiving instruction under this Agreement shall be referred to individually as “Student” and collectively as “Students.” The courses that will be provided to the Students, along with additional details about the Educational Services, are listed on Attachment A, which is attached hereto, incorporated herein, and made a part hereof for all purposes.
2. **Client Responsibilities:** The Client shall perform the following duties:
 - a. Facilitate registration by assisting Students with the completion of College registration forms for courses under this Agreement;
 - b. Provide classroom facilities for instructor-led courses or access and equipment as needed for students enrolled in online courses;
 - c. Ensure Students attend courses at scheduled course delivery dates and times; and
 - d. Pay College for Educational Services in a manner consistent with the billing procedures in Attachment A.
3. **College Responsibilities:** The College shall perform the following duties:
 - a. Provide qualified instructors to render the Educational Services in accordance with state regulations and policies of the College. The instructor is responsible for maintaining course rolls, and guaranteeing and ensuring instruction will adhere to the stated outcomes of each course under this Agreement;
 - b. Enroll qualified Students into the course;
 - c. Provide course/instructor evaluation to Students at the end of the course;
 - d. Provide College Certificates and accompanying Continuing Education Units (CEUs) for classification of training completed under this Agreement upon request; and
 - e. Invoice the Client following the start date of course(s).
4. **Term:** Subject to prior termination or revocation of this Agreement, this Agreement shall begin in August. 20, 2024 and end on August 20, 2025 (“Term”).
5. **Value:** The Educational Services provided by the College will include instruction and materials as described in Attachment A. The total fees paid to the College by the Client under this Agreement in the amount of \$48,000 during the Term of the Agreement, unless amended, in writing, by both Parties.

6. **Termination:** Either Party may terminate this Agreement, without cause, by providing the other Party with thirty (30) days written notice to the representative designated in Section 11. If this Agreement is terminated while course is underway, Students will be allowed to finish the course in which they are enrolled. In the event of a breach by a Party, no prior notice is necessary, and this Agreement may be terminated immediately. A breach of this Agreement includes but is not limited to: (i) a violation of the policies and rules of College; (ii) a misrepresentation or false statement in this Agreement by one of the Parties; or (iii) non-performance of the Party's duties pursuant to this Agreement.
7. **Payment for Costs Incurred:** If the Client cancels a course within 10 business days prior to the mutually agreed course start date, the College may bill the Client for up to 50 percent of uncovered costs incurred by the College and up to 100 percent if canceled within three business days of the course start date.
8. **Waiver:** The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
9. **Governing Law and Venue:** This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the state of without reference to choice of law principles. Each party to this Agreement:
 - a. Consents to the exclusive jurisdiction and venue of the federal and state courts located in Dallas County Texas, in any action arising out of or relating to this Agreement;
 - b. Waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient;
 - c. Agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.
10. **Parol Evidence and Status of Agreement:** This Agreement represents the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
11. **Protections of Education Records under FERPA:** To the extent Client receives from the College or otherwise has access to, on behalf of the College or in connection with the Client performance under this Agreement, academic and other data pertaining to Students enrolled in the College ("College Records") protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and the regulations promulgated thereunder, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), the College hereby designates the Client as a "School Official" with "Legitimate Educational Interests" in; and the Client acknowledges and agrees that for the purposes of this Agreement, it will be designated as a "School Official" with "Legitimate Educational Interests" in such College Records. As a School Official with Legitimate Educational Interests, as those terms have been interpreted by the U.S. Department of Education under FERPA, the Client agrees to abide by the limitations and requirements imposed by 34 C.F.R. § 99(a) on School Officials. The Client further agrees to maintain such College Records in accordance with the requirements of FERPA. The Client agrees to regard all College Records as confidential and shall not disclose such College Records to any third party, except as permitted or required by this Agreement, required by law, or as otherwise authorize by the College, as appropriate in writing.

To the extent the Client receives from the College or otherwise has access to, on behalf of the College and in connection with the Client's performance under this Agreement, personally identifiable Student information ("PII") from a College Record, the Client agrees to comply with all provisions of FERPA and Texas law as they apply to PII, and to use such PII pursuant to this Agreement and in compliance with the terms and conditions of this Agreement and only for such purposes as may be authorized in this Agreement. As used in this Section, PII means that Student information identified as such in FERPA 20 U.S.C., Sec 1232g and specifically in the definition of "Personally Identifiable Information" in 34 C.F.R. 99.3. Only authorized officers and employees of the Client with a legitimate interest in PII as delineated by the parameters of this Agreement shall view and have access to PII information. The Client understands that PII from College Records is confidential and cannot be redisclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The Client shall not redisclose PII in any way that causes a breach in confidentiality.

- 12. Notice:** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as property given if sent by e-mail, facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Dallas College

To: Vassil Doudov
Client Relationship Management
Dallas College Garland Center
675 W. Walnut St.
Garland, TX 75040
214-360-1213
vdoudov@DallasCollege.edu

The City of Coppell

To: Matia Messemer
Director of Employee Experience
Coppell Town Center
255 E. Parkway Blvd.
Coppell, TX 75019
972-462-0022
MATIA.MESSEMER@CoppellTX.gov

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent.

- 13. Amendment and Modification:** This Agreement may be amended or modified from time to time only by written agreement signed by each of the Parties. Each such instrument shall be reduced to writing and shall be designated on its face as an amendment or addendum to this Agreement, whichever is applicable.

- 14. Relationship of Parties:** The Parties enter into this Agreement as independent contractors. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties or any of their agents, representatives, or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.
- 15. Force Majeure:** Neither Party shall be liable to the other Party for any loss or damage of any kind or for any default of delay in the performance of its obligations under this Agreement (except for payment obligations), if and to the extent that the same is caused, directly or indirectly by fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause circumstance beyond a party's reasonable control, whether or not foreseeable, as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service, labor disputes, acts of civil or military authority, governmental actions, inability to obtain labor, material, equipment, transportation (each an "Act of Disaster" and collectively "Acts of Disaster"); provided, however, that in the event of an occurrence of an Act of Disaster, the non-performing Party shall promptly notify the other Party of the occurrence of an Act of Disaster, its effect on performance, and how long the non-performing Party expects it to last. Thereafter the non-performing Party shall update the other Party as reasonably necessary. During an Act of Disaster event, the non-performing Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.
- 16. Copying:** No portion of the Educational Services provided herein shall be copied or reproduced in any form without the written consent of the College.
- 17. Assignment.** Neither party shall assign this Agreement without the prior written consent of the other, provided, however, that the rights and obligations of the Client hereunder may be assigned by Client without consent of the College to any corporation to which is also assigned or transferred substantially all of the assets of that portion of the Client's business to which this Agreement pertains.
- 18. Indemnity.** The College agrees to be responsible for its own acts of negligence and the Agency agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this Agreement or any of its activities or from any act or omission of any employee or invitee of College or the Agency. This obligation shall be construed for the benefit of the Parties hereto, and not for the benefit of any third parties nor to create liability for the benefit of any third parties, nor to deprive the Parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.
- 19. Dispute Resolution Process.** The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the College and Client to attempt to resolve any claim for breach of contract made by Client that cannot be resolved in the ordinary course of business. Client shall submit written notice of a claim of breach of contract under this Chapter to the College's chief

business officer who shall examine Client's claim and any counterclaim and negotiate with Client in an effort to resolve the claim.

20. Public Information:

- a. Client acknowledges that College is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- b. Upon College's written request, Client will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to the College in a non-proprietary format acceptable to College. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which College has a right of access. Client acknowledges that College is required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

21. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Client certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Client acknowledges this Agreement may be terminated if this certification is inaccurate.

22. Eligibility to Receive Payment. In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Client certifies that it is not ineligible to receive the Agreement and payments under the Agreement and acknowledges that Dallas College may terminate the Agreement and/or withhold payment if this certification is inaccurate.

23. Payment of Debt/Delinquency to the State. Client certifies that it is not indebted to the State of Texas and is current on all taxes owed to the State of Texas. Any payments owed to Client under the Agreement may be applied directly toward any debt or delinquency that Client owes the State of Texas or any Client of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full. Texas Government Code, Sections 2107.008 and 2252.903.

24. The Participating Parties represent and covenant that their respective financial obligations and liability hereunder shall constitute operating expenses of the Parties' general fund payable from current funds annually budgeted and appropriated, therefore.

25. Compliance with Higher Education Coordinating Rules: Under the terms and conditions of this Agreement:

- a. Any course(s) will remain under the sole and direct control of the College.
- b. Any instructor(s) provided by the Client must meet qualifications stipulated by College.
- c. College retains supervision of instructors that it provides.
- d. College will approve course curriculum provided by Client if curriculum meets appropriate standards.
- e. If the Texas Higher Education Coordinating Board adopts new rules during the term of this Agreement, these new rules shall prevail.

26. **Nondiscrimination**: Parties to this Agreement shall not discriminate on the basis of race, color, gender, national origin, religion, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

27. **Signatory Clause**: The individuals executing this Agreement on behalf of Dallas College and The City of Coppell acknowledge that they are duly authorized to execute this Agreement. All parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this Agreement and its Attachment A. This Agreement shall not become effective until executed by each party. Therefore, the parties to this Agreement shall begin their respective duties only after each party has signed and dated this Agreement.

DALLAS COLLEGE

By: _____
Iris Freemon
Interim Vice Chancellor, Advancement and Innovation

Date

THE CITY OF COPPELL

By: _____
Wes Mays
Mayor
City of Coppell

Date

Attachment A

Description of Educational Services

- Schedule of Services:** The Client shall provide the College with proposed written schedules of dates and times for the courses no less than ten business days in advance of the dates that the Client wishes the courses to begin. Upon approval of any schedule and availability of instructor, the College will make a good-faith effort to schedule the courses for the date and time requested. The College shall not, in any event, be liable for the unavailability of the courses.
- Participant Course Size:** Up to 20 students can participate in the training per course. If enrollment exceeds this parameter, the parties shall mutually determine the need to cancel, reschedule or proceed with the training.
- Materials and Supplies:** Pricing is inclusive of instruction and materials.
- Registration and Completion:** Students will be registered utilizing a College Individual enrollment form. The instructor will take attendance for the course. Upon request, the College will issue a certificate of completion for Students who have successfully completed the course under this Agreement. Successful completion is based upon attendance.
- Fees:** The total cost of the agreement will be \$48,000 for up to 20 students. The fees include tuition and materials.
- Billing Procedures and Records Management:** The College will set up the course in the College registration system and enroll participants on the first day of class. The Client will be invoiced after the course start date.
- Facilities:** The Client will provide appropriate classroom facilities and equipment for the training.
- Course projected to be offered:** Project Management and Cultural Agility

TOTAL:	\$250 per hour * 8 hours per day = \$2000 per day Up to \$48,000 for 24 courses
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