

Agreement to Provide Services

Dickson Educational Services, LLC
808 Schoolhouse Road, Suite 104
Haslet, TX 76052



Order Information

Date: 08/02/2022 Prepared By: J. GAVIN DICKSON
Terms: 30 Phone: 682-841-1183
Expiration: 09/02/2022 Email: JGDICKSON@JGDICKSON.COM

Contact Information

Name of LEA: WESTLAKE ACADEMY
Contact Name: DARCY MCFARLANE Contact Phone: 817-490-5765
Contact Email: DMCFARLANE@WESTLAKEACADEMY.COM

Bill to Name: Marlene Rutledge Billing Phone: 8174905757
Billing Address: 2600 J T Ottinger Road
City/State/Zip: Town of Westlake, TX 76262
Bill to Email: finance@westlakeacademy.org

Purchase and Pricing Agreement

Product	Start Date	End Date	Price per Unit	Qty	Price
PEIMS PLUS+ PARTNER (2 YEAR AGREEMENT)	09/01/2022	08/31/2023	\$3,510.00	12.0	\$42,120.00
(SEE OUTLINE OF SERVICES)					
PEIMS AUDIT REPORTS AND ARCHIVE ADD-ON	09/01/2022	08/31/2023	\$1,500.00	1.0	\$1,500.00
ADMINISTRATIVE FEE	09/01/2022	09/01/2023	\$18,000.00	1.00	\$18,000.00
ANNUAL AGREEMENT DISCOUNT	09/01/2022	08/31/2023	(\$18,000.00)	12.0	(\$18,000.00)
PARTIAL MONTH SERVICE	08/15/2022	08/31/2022	\$2,000.00	1.00	\$2,000.00
				Total	\$45,620.00

Purchase Options (Check the desired payment option)

☒ Purchase Order Number: SW202-0811A
☐ Purchase Order Number will be mailed/emailed within fourteen days
☐ Check will be mailed within fourteen days
☒ Requesting payment plan. (Reference Terms)
Details: MONTHLY PAYMENTS BEGINNING 10/01/2022 AT \$3,635.00 PER MONTH

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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: WESTLAKE ACADEMY

- 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 131
Haslet, Texas 76052
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.** Payments not received within 30 days of the invoice date are subject to interest charged to the maximum extent of the 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.
- 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.

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Terms and Conditions (Part 3)

- 9) **Business Hours.** Service Provider operates Monday through Friday from 8:30 to 4:30 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) **Timelines.** The LEA must provide reasonable notice to Service Provider of any and all timelines requiring more than one (1) hour of labor from Service Provider. Reasonable Notice will be defined as Service Provider receiving written notice 24 hours per required hour of labor or one (1) week notice for every eight (8) hour day of required labor. Failure to provide minimum notice will result in the LEA being charged an expedited hourly rate of \$95.00 up to \$760.00 per eight-hour day. Tasks that require labor outside of normal business hours including evenings, weekends, or holidays will be charged an hourly rate of \$120.00.

The Service Provider will notify the LEA of failure of the LEA to provide Reasonable Notice. LEA will have the option of adjusting the timeline or providing written agreement to pay the expedited fee prior to the completion of requested task.

- 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.
- 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.

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Terms and Conditions (Part 4)

- 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:
- a. **On the date of facsimile transmission and machine confirmed receipt, if sent by facsimile transmission;**
 - b. On the third business day after being mailed by registered or certified mail;
 - c. on the next business day after being sent via commercial overnight courier;
 - d. on the date sent, if sent via electronic mail with receipt of confirmation.
- 19) **Term & Termination.** At the end of the initial term of this Agreement, this Agreement shall automatically renew for an additional 12 months unless either party has given sixty days written notice of termination. Notwithstanding the forgoing renewal provision, 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 and, additionally, Service Provider may terminate this Agreement for non-payment on at least thirty (30) days 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 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.

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Terms and Conditions (Part 5)

- 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.** For Service Provider to maintain the integrity and security of LEA data, correspondence, and documentation, Service Provider is required to be independent, in both fact and appearance, with respect to your LEA in the performance of our services. Any discussions that the LEA has with personnel of Service Provider regarding employment could pose a threat to our independence and betray the trust of those we serve. Therefore, we request that the LEA inform the Provider prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. If the LEA is unable to inform the Provider prior to any such discussions, then the LEA will make reasonable efforts to inform the Provider within three (3) business days of any such discussions. 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 to terminate or materially alter their relationship with Service Provider. In addition, unless waived by Service Provider, if a Service Provider employee is hired by an LEA while LEA is under an active agreement or within six months of the termination of an agreement with the Service Provider, the LEA agrees to pay the Service Provider a search fee equal to 20% of the employee's base LEA compensation no later than 90 days from the first day of employment.
- 27) **No Indemnification by District.** The parties agree, understand and acknowledge that nothing in any agreement, addendums, exhibits or other terms or conditions shall impose a duty on the District to Indemnify Dickson Educational Services, LLC or other third parties. The parties expressly agree that such a duty is prohibited by Texas law.

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Terms and Conditions (Part 6)

- 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, 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 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. ††
- Individualized training for your current registrar(s) and data clerk(s).
- 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 district and all related campuses.
- Review of Fall Collection TSDS Reports.
- Review of Midyear Collection TSDS Reports.
- Review of Extended Year TSDS Reports.
- Review of Summer Collection TSDS Reports.
- Submit files through TSDS PEIMS system: Submission 1, 2, 3, & 4, Class Roster Collection, Residential Facility Tracker (if applicable), ECDS, and Charter School Waitlist (if applicable). *
- Provide guidance to PEIMS Coordinator in 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 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 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 provide guidance in legal reporting requirements and identification, but the LEA is ultimately responsible for providing and maintaining required documentation and following legally required protocol as 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: WESTLAKE ACADEMY

Signature: 

Date: 08/11/2022

Printed Name: Sean Wilson

Title: Head of School

Service Provider: DICKSON EDUCATIONAL SERVICES

Signature: 

Date: 08/02/2022

Representative: J. GAVIN DICKSON

Title: CEO / FOUNDER

Contact Address

Customer Contact Address for Notices

Sean Wilson
Westlake Academy
Town of Westlake, TX 76262
finance@westlakeacademy.org

Provider Contact Address for Payments and Notices

DICKSON EDUCATIONAL SERVICES, LLC
PO BOX 131
HASLET, TEXAS 76052
BILLING@JGDICKSON.COM


SIGNATURE CERTIFICATE



REFERENCE NUMBER
DAD068CD-0F6A-46A2-B826-84D552FDE148

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number DAD068CD-0F6A-46A2-B826-84D552FDE148	Document Name 2022-08-02 - Agreement For Services Westlake Academy - Peims Plus Partner Option 2
Transaction Type Signature Request	Filename 2022-08-02_-_agreement_for_services_westlake_academy_-_peims_plus+_partner_option_2_.pdf
Sent At 08/03/2022 12:07 CDT	Pages 8 pages
Executed At 08/11/2022 17:32 CDT	Content Type application/pdf
Identity Method email	File Size 449 KB
Distribution Method email	Original Checksum 0105355c949886dda8a76fec39f9980898f7b4eb6c5c7aba695f58f307045474
Signed Checksum 25e0fbc876a0eefbe906324cf223114ec44f633efb834823bb2f8058c10f675c	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Darcy McFarlane	Status signed	Viewed At 08/11/2022 17:28 CDT
Email dmcfarlane@westlakeacademy.org	Multi-factor Digital Fingerprint Checksum 2a32f631c5ba414272da5404fb473c33c78fba133287906008aaea066f38db45	Identity Authenticated At 08/11/2022 17:32 CDT
Components 25	IP Address 67.204.30.20	Signed At 08/11/2022 17:32 CDT
	Device Chrome via Mac	
	Drawn Signature 	
	Signature Reference ID 1C7758C6	
	Signature Biometric Count 162	

AUDITS

TIMESTAMP	AUDIT
08/03/2022 12:07 CDT	J. Gavin Dickson (jgdickson@jgdickson.com) created document '2022-08-02_-_agreement_for_services_westlake_academy_-_peims_plus+_partner_option_2_.pdf' on Chrome via Windows from 65.115.209.90.
08/03/2022 12:07 CDT	Darcy McFarlane (dmcfarlane@westlakeacademy.org) was emailed a link to sign.
08/03/2022 13:08 CDT	Darcy McFarlane (dmcfarlane@westlakeacademy.org) viewed the document on Chrome via Mac from 67.204.30.20.
08/05/2022 11:15 CDT	Darcy McFarlane (dmcfarlane@westlakeacademy.org) viewed the document on Chrome via Mac from 67.204.30.20.
08/05/2022 11:16 CDT	Darcy McFarlane (dmcfarlane@westlakeacademy.org) viewed the document on Chrome via Mac from 67.204.30.20.

08/07/2022 18:03 CDT	Darcy McFarlane (dmcfarlane@westlakeacademy.org) was emailed a reminder.
08/11/2022 17:20 CDT	Darcy McFarlane (dmcfarlane@westlakeacademy.org) viewed the document on Chrome via Mac from 67.204.30.20.
08/11/2022 17:21 CDT	Darcy McFarlane (dmcfarlane@westlakeacademy.org) viewed the document on Chrome via Mac from 67.204.30.20.
08/11/2022 17:28 CDT	Darcy McFarlane (dmcfarlane@westlakeacademy.org) viewed the document on Chrome via Mac from 67.204.30.20.
08/11/2022 17:32 CDT	Darcy McFarlane (dmcfarlane@westlakeacademy.org) authenticated via email on Chrome via Mac from 67.204.30.20.
08/11/2022 17:32 CDT	Darcy McFarlane (dmcfarlane@westlakeacademy.org) signed the document on Chrome via Mac from 67.204.30.20.