

AGREEMENT
FOR EDUCATIONAL SERVICES
BETWEEN
DALLAS COLLEGE
AND
DESOTO INDEPENDENT SCHOOL DISTRICT

This Agreement for Educational Services (“Agreement”) is entered into by and between Dallas College, a Texas political subdivision of higher education, located at 1601 Botham Jean, Blvd., Dallas, TX 75215 (“College”) and DeSoto Independent School District, a Texas Independent School District located at 600 Eagle Drive, Desoto, Texas, 75115 (“Client” or “High School”). The College and High School 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:** The College shall provide the High School students with Certified Nurse Aide (“CNA”), Phlebotomy (PLAB) and/or Accelerated Patient Care Tech (PCT) classes as (“Educational Services”). The Services and the Parties’ obligations are set forth in more detail in Attachment A, which is attached hereto, incorporated by reference herein and made a part of this Agreement for all purposes.
2. **Instructional Quality:** The College will provide qualified personnel to provide Educational Services in accordance with state regulations and policies of the College.
3. **Administration:** The College will provide course management, instruction, and a liaison for the High School. The High School will also provide a liaison to the College to assist with program needs.
4. **Enrollment:** High School students will be enrolled as non-credit students at the College (each a “Student” and collectively, “Students”). All Students must be enrolled by the first day of instruction.
5. **Value:** Services from the College will include instruction and materials as described in Attachment A. The total value of this Agreement shall not exceed \$100,000, unless amended by both Parties.
6. **Term:** Subject to prior termination or revocation of this Agreement as provided in Paragraph 7, this Agreement shall begin on **September 1, 2025** and shall continue until **June 30, 2026**.

7. Termination: Either Party may terminate this Agreement upon thirty (30) days' written notice unless a breach occurs. A breach of this Agreement includes; but is not limited to, a violation of policies and rules of the College, misrepresentation or false statement in this Agreement by one of the Parties, or non-performance of the Party's duties pursuant to this Agreement. In the event this Agreement is terminated because of a breach by the High School, the College shall be entitled to payment of amounts due for effort expended and expenses incurred prior to the effective date of termination. However, no such payment shall be required if the College terminates this Agreement because of a breach by the High School or the College.

8. Notice: Any notice provided under this contract shall be delivered by mail or personal service to the parties named at the address specified below:

Dallas College DeSoto Independent School District Name: Lorraine Hood-Jack Name:

Melinda Pugh

Title: Business Development Coordinator Title: Director Career and Technical
Education

Address: 207 N. Cannady Drive Address: 600 Eagle Drive Cedar Hill, Texas

75104 Duncanville, Texas 75115 Tel: 971.219.2631 Tel: 972.979.1871

Email: Lhoodjack@dallascollege.edu Email: Melinda.pugh@desotoisd.org

9. Independent Contractors: 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.

10. Force Majeure: Neither party shall be liable to the other party for any loss or damage of any kind or for any default or 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 expects it to last. Thereafter the nonperforming shall update the other party as reasonably necessary. During an Act of Disaster event, the non-performing shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

11. Assignment: Neither the High School nor the College shall assign this agreement without the written consent of the other.

12. Indemnity: It is understood and agreed between the Parties that each Party hereto shall be responsible for its own acts of negligence. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other for any negligent act or omission. The provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party hereto; nor shall any provision hereof be deemed a waiver or any defense available by law or of any immunity to which the Party is entitled.

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 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. 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.

15. 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 Texas 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 Dallas County, Texas, in any action arising out of or relating to this Agreement;

B. Waives any objection it might have to jurisdiction of venue of such forums or that the forum is inconvenient; and,

C. Agrees not to bring any such action in any other jurisdiction or venue to which each Party might be entitled by domicile or otherwise.

16. Nondiscrimination: Parties to this Agreement shall not discriminate on the basis of race,

color, gender, sex, national origin, age, disability, sexual orientation, genetic information, religion, gender identity, gender expression, or any other basis prohibited by law.

17. Entire Agreement: This Agreement, along with Attachment A, and any other document executed by and between the Parties describing work or services to be performed no matter how titled, represents the entire Agreement between the Parties and supersedes all previous letters, understanding or oral agreements between the College and the High School. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.

18. Signatory Clause: The individuals executing the Agreement on behalf of Dallas College and DeSoto Independent School District acknowledge they are duly authorized to execute this Agreement. All parties hereby acknowledge 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.

IN WITNESS WHEREOF, the Parties have hereto by their duly authorized representatives executed this contract.

DESOTO INDEPENDENT SCHOOL DISTRICT

_____ Date: ____/____/2025 Dr. Usamah

Rodgers

Superintendent

DALLAS COLLEGE

_____ Date: ____/____/2025 Dr. Iris

Freemon

Interim Vice Chancellor of Advancement

And Innovation

ATTACHMENT A

1. **Course Information and Details:** NURA 1001 – Certified Nurse Aide – 60 hours of instruction and NURA 1060 – Certified Nurse Aide Clinical – 40 hours of instruction, for a total of 100 hours; Phlebotomy – PLAB 1023-96 hours of instruction; Accelerated Patient Care Tech (PCT) NURA 1091-112 hours of instruction.
2. **Schedule of Services:** Courses will be offered at various meeting time and dates throughout the term of this Agreement as agreed to by the Parties, in writing. Client will make selection of educational services based on student interest.
3. **Participants:** Minimum of ten (10) students, maximum twenty (20) students per instructional section. Clinical sections, for CNA are limited to ten (10) per state requirement. If enrollment is outside or beyond these enrollment parameters, the College and the Client shall mutually determine whether to cancel or proceed with the course, and/or add additional section(s) and instructor(s), to accommodate excess of maximum course requirements. Such determination shall not be unreasonably delayed by either party.
4. **Materials and Supplies:** Textbooks and/or other related instructional material(s) will be provided by the Client. College will provide assistance in connecting Client to book publisher, if they so desire, and with supply providers, if they so desire, to facilitate and ensure that all required books and materials are in place prior to class start. Current text is available through GW Publishing in electronic and hard copy versions.
5. **Facilities:** The College will provide the facilities for courses scheduled on College's campuses. The Client will provide the facilities for courses scheduled at a Client site. Each site must have a state issued ID number and facilities must meet minimum requirements for instructional delivery.
6. **Registration and Completion:** Students will be registered utilizing a College Individual Enrollment Form, once application, Criminal Background Check (CBC), drug screening and immunization records are received from Client. 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 does require fulfilling attendance requirements.

7. **Fees:** The cost for either of these course offerings is \$1067.50 per student.

8. **Billing Procedures and Records Management:** The Client will be invoiced for instructional and clinical services on the first day of the course. Invoices are due and payable net thirty (30) days.