



**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN TEXAS A&M UNIVERSITY – CORPUS CHRISTI**  
**AND**  
**EDUTECH VISIONS INC.**

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This Professional Services Agreement (“Agreement”) between Texas A&M University- Corpus Christi, a member of The Texas A&M University System, an agency of the State of Texas (“University”), and Edutech Visions Inc., (“Provider”), is made and entered into as of October 19, 2016 (“Effective Date”).

This Agreement is for the provision of professional services outlined in the Scope of Work. Provider represents to having the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement. To any extent required under the Scope of Work, Provider represents that any part of the performance required to be performed by a professional having state licensure in good standing will be performed by such licensed professional.

University and Provider hereby agree as follows:

**1. SCOPE OF WORK**

A. Provider shall provide professional development and educational technology planning, development, and production services in support of the 2016-2017 Texas Education Agency Career and Technical Education Professional Development programs, which include, but are not limited to:

- 2016 New CTE Teacher Conference
- 2016-2017 Career and Technical Education Leadership Academy: Phases 1, 2 & 3
- 2016-2017 Professional School Counselor Academy: Phases 1 & 3
- Updates to CTE Professional Development Website
- Development of Online Professional Development Training Modules (minimum of 4)
- Development of Monthly CTE Quick Tips (minimum of 8)
- Updates to the CTE Work-Based Learning Online Training Course
- Updates to the CTE 101 Online Professional Development Course
- Planning for the 2017-2018 CTE Professional Development Programs

B. The scope of the work (“Work”) and the time for performance thereof, is as set forth in Appendix A attached hereto and made a part hereof for all purposes any reports required thereunder.

C. Upon execution of this Agreement, all services previously performed by Provider on behalf of University and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.

D. University shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Provider for use in the Service under this Agreement. Provider shall use reasonable efforts to verify the accuracy and suitability of any information supplied to Provider by University, or any other party, that Provider uses for the Project. Provider shall identify to the University in writing any such documents or data which, in Provider's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. University does not warrant the accuracy or suitability of such documents or data as are furnished unless Provider advises University in writing that, in Provider's professional opinion, such documents or data are unsuitable, improper, or inaccurate and University confirms in writing that it wishes Provider to proceed in accordance with the documents or data as originally given.

E. Provider agrees and acknowledges that University is entering into this Agreement in reliance on Provider's represented professional abilities with respect to performing the services, duties, and obligations under this Agreement. Provider shall perform its services in accordance with the usual and customary professional standards of care, skill, and diligence consistent with its industry and like firms in Texas that provide professional services for projects that are similar in size, scope, and budget to the Project (the "Standard of Care"). Subject to this Standard of Care, Provider shall interpret and apply applicable national, Federal, State, and municipal laws, regulations, codes, ordinances, and orders in effect at the time the services are provided. There are no obligations, commitments, or impediments of any kind known to the Provider that will limit or prevent performance by Provider of its services.

F. Provider shall allocate adequate time, personnel, internal administration, supervision, and resources as necessary to perform its services in an expeditious and economical manner consistent with the interests of the University. Provider's Project Principal(s) responsible for managing the Project is identified in Appendix A and, while employed by Provider, shall not be changed without the prior written approval of the University.

G. University's approval or acceptance of Provider's services shall not relieve Provider of any of its professional duties nor release Provider from any liability for negligent delivery of such services because University is, at all times, relying upon Provider's skill and knowledge in performing Provider's services. University shall have the right to reject any of Provider's services due to any material errors or omissions in any deliverables prepared by Provider or its consultants. Upon notice of any such errors or omissions, Provider shall promptly provide any and all services necessary to correct or remedy them at no additional cost to the University. Provider's obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which University may have at law or in equity, or both.

## **2. TIME FOR COMMENCEMENT AND COMPLETION**

It is understood that time is of the essence in the Work to be performed under this Agreement and that Provider shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards,

and practices of Provider's business or profession. Work is to commence October 19, 2016 and will be complete no later than August 31, 2017.

### **3. PAYMENT TERMS and MAXIMUM CONTRACT SUM**

A. For the satisfactory performance of the Work, University shall pay Provider an amount not to exceed \$25.00 per hour for a maximum of 975 hours or \$24,375.00 (Twenty-four thousand, three-hundred and seventy-five dollars). University reserves the right to increase the scope of this engagement as necessary but the total billings for authorized work shall not exceed \$24,975.00 (Twenty-four thousand, nine-hundred and seventy-five dollars).

B. Payments of the amount due to Provider will be provided by University upon receipt of an invoice which details the date of service, description of work performed, billing rate as set forth in this Agreement and provides supporting documentation for reimbursable expenses relating to Work requested by University, if any. The invoice must be signed by the Provider and submitted to University at the address specified in Section 8 below. Payment for travel related expenses shall be in accordance with State of Texas Travel Guidelines.

C. University makes no representations regarding the amount or type of services, if any, that Provider will be asked to provide to University during the term(s) of this Agreement. It is expressly understood that the University is under no obligation to request any services from Provider and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by the University on an as-needed basis, subject to future agreement on the scope of the work and the fee.

### **4. DEFAULT AND TERMINATION**

A. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.

B. University may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Provider. Upon termination pursuant to this paragraph, Provider shall be entitled to payment of such amount as shall compensate Provider for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided Provider shall have delivered to University a final report describing the work completed to the date of termination. University shall not be required to reimburse Provider for any services performed or expenses incurred after the date of termination notice.

### **5. UNIVERSITY FACILITIES**

University will provide Provider with office space, as needed, to carry out Provider's duties under this Agreement. Any non-consumable items provided by University will remain University property at the termination of this Agreement unless otherwise agreed in writing. Provider and its employees will be permitted access to and use of the allocated office space, but University reserves the right to enter the premises to conduct University business, as may be reasonably necessary or for health and safety purposes.

## 6. INSURANCE

The Provider shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the Provider under this Agreement. The Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Provider is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

### **Commercial General Liability**

Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$100,000
Medical Payments	\$5,000

On Site Insurance: For services performed on University premises, the Provider shall furnish Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement. The Commercial General Liability Policy shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured.

## 7. OWNERSHIP AND USE OF DOCUMENTS

All documents prepared by the Provider under this Agreement, and the ideas and designs contained therein, shall be property of the University. Provider shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Provider for information and reference in connection with the project.

## 8. NOTICES

Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. University and Provider can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**Texas A&M University:**

Texas A&M University – Corpus Christi  
Attn.: Director of Contracts and Property  
6300 Ocean Drive, MS 5731  
Corpus Christi, Texas 78412  
Telephone: (361) 825-2422  
Facsimile: (361) 825-5722  
Email: [contracts@tamucc.edu](mailto:contracts@tamucc.edu)

Texas A&M University – Corpus Christi  
Carole L. Moody, Director of Workforce Development  
6300 Ocean Drive, Unit 5854  
Corpus Christi, Texas 78412-5854  
Telephone: (361) 825-5966  
Facsimile: (361) 825-2384  
Email: [Carole.Moody@tamucc.edu](mailto:Carole.Moody@tamucc.edu)

**Provider:**

Edutech Visions, Inc.  
Trish Panknin, CEO/President  
6002 Cattail Court  
Corpus Christi, TX 78414  
Telephone: 361-876-3734  
Email: [tpanknin@gmail.com](mailto:tpanknin@gmail.com)

## 9. PUBLIC INFORMATION

Information provided to Provider by University, including but not limited to information from the members, officers, agents, or employees of The Texas A&M University System or any of its components, and information provided to Provider by members of the public or any other third party shall belong to University.

Information created, derived, or otherwise produced by Provider prior to initiation of this Agreement or unrelated to the work conducted under this Agreement shall remain the exclusive property of Provider. Provider shall have the responsibility of clearly designating any confidential information that is provided to the University. In the event University receives a request for public information that includes information designated by Provider to be confidential, University will provide notice to Provider and Provider may submit a brief to the Office of the Attorney General, as provided by Chapter 552, *Texas Government Code*. The parties agree that University will be permitted, without penalty under this Agreement, to strictly comply with Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement.

## 10. DISPUTE RESOLUTION

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 University and Provider to attempt to resolve any claim for breach of contract made by Provider

that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

## 11. HUB SUBCONTRACTING

It is the policy of the State of Texas, the Texas Procurement and Support Services and the Texas A&M University System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing. The Provider having been awarded this Contract in part by complying with the Historically Underutilized Business (HUB) Certification Program, Chapter 111, Subchapter B, 1 T.A.C., shall continue to comply with the program and its accepted HUB Subcontracting Plan.

## 12. MISCELLANEOUS

A. **Provider agrees to indemnify and hold harmless University from any claim, damage, liability, expense or loss arising out of Provider's negligent or intentional acts or omissions in performance under this Agreement.**

B. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of University.

C. Provider shall be an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of University. As an independent contractor, Provider will be solely responsible for determining the means and methods for performing the services described. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of University relative to conduct on its premises.

D. Ethics Matters. Neither Provider nor its employees, agents, representatives or consultants will assist or cause any University employee to violate the University's Conflicts of Interest Policy or applicable state ethics laws or rules. Provider represents and warrants that no member of the Board of Regents of the Texas A&M University System has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

E. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

F. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against University shall be in the county in which the primary office of the chief executive officer of University is located.

G. If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

H. University may request a consultant to perform a criminal background check on any employee and/or representative of Provider who conducts business pursuant to this Agreement on the campus of University.

I. Under Section 231.006, *Texas 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 may be withheld if this certification is inaccurate.

J. Pursuant to Section 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

K. Provider expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law.


L. Provider acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits University from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Provider is an individual, by signing this Agreement, Provider certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.


M. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, University will issue written notice to Provider and University may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of University.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

**TEXAS A&M UNIVERSITY  
CORPUS CHRISTI**

**EDUTECH VISIONS, INC.**

By:   
Name: Deborah Zentmire  
Title: Contracts Manager  
Dated: 10-20-16

By:   
Name: TRISH PANKNIN  
Title: CEO/President  
Dated: 10-19-16

## **Attachment A**

### **Scope of Work and Projected Timeline Edutech Visions, Inc.**

#### **FY2017 CTE Professional Development Project**

##### **September – October 2016**

- 2016 New CTE Teacher Conference
- 2016-2017 Career and Technical Education Leadership Academy: Phase 1
- 2016-2017 Professional School Counselor Academy: Phase 1

##### **November 2016**

- Development of Monthly CTE Quick Tips (1<sup>st</sup> of 8)
- Planning for online professional development training modules
- Planning for the 2017-2018 CTE Professional Development Programs
- Proposal for CTE Professional Development website updates
- Proposal for implementing blog, discussion board, or Facebook page for current and previous CTE Leadership Academy cohorts.

##### **December 2016**

- Development of Monthly CTE Quick Tips (2<sup>nd</sup> of 8)
- 2016-2017 Career and Technical Education Leadership Academy: Phase III planning
- 2016-2017 Professional School Counselor Academy: Phase III planning
- Surveys developed regarding topics and design of online training modules
- Surveys developed regarding 2017-2018 CTE Professional Development Programs
- Implement blog, discussion board, or Facebook page as approved by TEA.

##### **January 2017**

- Development of Monthly CTE Quick Tips (3<sup>rd</sup> of 8)
- 2016-2017 Career and Technical Education Leadership Academy: Phase II
  - Follow-up with participants regarding project plans
  - TCEC Winter Gathering preparations
- 2016-2017 Career and Technical Education Leadership Academy: Phase III planning
- Planning for the 2017-2018 CTE Professional Development Programs.

##### **February 2017**

- Development of Monthly CTE Quick Tips (4<sup>th</sup> of 8)
- 2016-2017 Career and Technical Education Leadership Academy: Phase II
  - Follow-up with participants regarding project plans
  - TCEC Winter Gathering execution
- Identify topics and production timelines for online training modules.
- Begin production for online training module 1 of 4.



### **March 2017**

- Development of Monthly CTE Quick Tips (5<sup>th</sup> of 8)
- 2016-2017 Career and Technical Education Leadership Academy: Phase II
  - Follow-up with participants regarding project status.
- Complete production of online training module 1.
- Begin production for online training module 2.
- Preliminary agendas for the 2017-2018 CTE Professional Development Programs.

### **April 2017**

- Development of Monthly CTE Quick Tips (6<sup>th</sup> of 8)
- 2016-2017 Career and Technical Education Leadership Academy: Phase II
  - Follow-up with participants regarding project status.
- Complete production of online training module 2.
- Begin production for online training module 3.
- Update website to promote 2017-2018 CTE Professional Development Programs.

### **May 2017**

- Development of Monthly CTE Quick Tips (7<sup>th</sup> of 8)
- 2016-2017 Career and Technical Education Leadership Academy: Phase II
  - Follow-up with participants regarding project summaries.
- Complete production of online training module 3.
- Begin production for online training module 4.
- 2016-2017 Career and Technical Education Leadership Academy: Phase III preparations

### **June 2017**

- Development of Monthly CTE Quick Tips (8<sup>th</sup> of 8)
- 2016-2017 Career and Technical Education Leadership Academy: Phase II
  - Follow-up with participants regarding project summaries.
- 2016-2017 Career and Technical Education Leadership Academy: Phase III execution

### **July 2017**

- Complete production of online training module 4.
- Agendas for FY2018 fall professional development events approved by TEA.
- Complete updates to CTE Professional Development Website.
- Present at TCEC Summer Conference – website and online training resources.

### **August 2017**

- Final preparations for 2017-2018 CTE Professional Development Programs.
- Updates to the CTE Work-Based Learning Online Training Course completed.
- Updates to the CTE 101 Online Professional Development Course completed.