

The University of Texas of the Permian Basin and The Ector County Independent School District

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract is entered into effective _____ by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: Ector County Independent School District (“ECISD”), an independent school district of the State of Texas.

Performing Party: The University of Texas of the Permian Basin (“UTPB”), an Institution of Higher Education of the State of Texas.

PURPOSE AND STATEMENT OF SERVICE TO BE PERFORMED:

The Performing Party will provide “Project: Newcomer Staar” camp at the UTPB facilities for up to 150 students for a four-week period for four (4) days out of each week. The services to be provided are to be supplemental to newcomer and English as a Second Language students by using the Texas Education Agency’s 2011 released test questions from the 12 end-of-course (EOC) assessments: Algebra I, Geometry, Algebra II, Biology, Chemistry, Physics English I, English II, English III, World Geography, World History, U.S. History in the English language, and/or all 12 EOCs translated in the Spanish language.

PERFORMING PARTY SHALL:

1. Provide tutors to provide the supplemental instruction of the program that are UTPB undergraduate students already familiar in working with the intended populations.
2. Provide two (2) coordinators to supervise the tutors and students, who shall be present faculty members of UTPB.
3. Provide, at no charge to Receiving Party, facilities for the operation of the camp, all lunches, and UTPB administrator fees.
4. Be responsible for the employment, supervision, and discipline of all administrators, tutors, and coordinators associated with the program.

RECEIVING PARTY SHALL:

1. Promote the program to its applicable student population.
2. Pay all costs referred to below to Performing Party.

ADDITIONAL PROVISION:

Upon completion of the program, Performing Party and the coordinators coordinating the summer program may conduct half-day or full-day workshops, preferably on a Saturday, on at least a monthly basis for the 2012-2013 school year to enrich and/or supplement instruction for all students involved. Receiving Party may recommend bilingual and/or ESL teachers, who may participate in these periodic workshops, to get assistance in teaching Math, English, Science, and Social Studies to the ESL student.

CONTRACT AMOUNT:

The total amount of this contract shall not exceed \$47,248.00.

The exact charges to be paid by Receiving Party to Performing Party shall be calculated as follows:

- Ceiling on total amount of students: 150
- Ratio (tutor/students): 1 to 7
- Number of tutors needed for program: 22
- Hourly wage per tutor: \$13.00
- Average number of daily hours for 1 tutor: 7
- Cost of 22 tutors:

<u>Daily</u>	<u>Weekly (4 days)</u>	<u>Total</u>
\$2,002.00	\$8,008.00	\$32,032.00

- Average number of hours daily for 2 coordinators: 12 total
- Cost of 2 coordinators for the 4-week program:

<u>Daily</u>	<u>Weekly (4 days)</u>	<u>Total</u>
\$426.00	\$1,704.00	\$6,816.00

- Consumable materials and supplies to be paid: Actual cost - \$56.00 per student / Maximum possible total of \$8,400.00

Grant Total (to be adjusted based upon number of students who will receive materials and supplies): \$47,248.00

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act (“Act”), Chapter 2251, and *Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on _____.

NOTICES:

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests, or other communications provide for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be demand to have been duty given reserved when delivered by hand-delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addresses as follows:

If to Receiving Party: Ector County Independent School District
P.O. Box 3912
Odessa, Texas 79760
Attn: Brian Moersch, Assistant Superintendent
Fax: 432-331-7836
Email: brian.moersch@ectorcountysd.org

With copy to: Ector County Independent School District
P.O. Box 3912
Odessa, Texas 79760
Attn: H.T. Sanchez, Ed. D., Chief of Staff
Phone: 432-456-8899
Fax: 432-456-8898
Email: ht.sanchez@ectorcountysd.org

If to Performing Party: UTPB Purchasing
4901 East University
Odessa, Texas 79762
Attn: Ynez Alderson
Fax: 432-552-3790
Email: alderson_y@utpb.edu

With copy to: UTPB Continuing Education/Outreach Dept.
4901 East University
Odessa, Texas 79762
Attn: Rey Lascano, Director
Fax: 432-552-2109
Email: lascano_r@utpb.edu

Or other such person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

Either party may terminate this contract in the event that the other party fails to materially perform its duties and obligations in accordance with the terms of the contract.

OTHER PROVISIONS:

Venue; Governing Law. Ector County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and the Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a contracting Party of its duties and obligation under this Contract may dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature falls to appropriate or allot the necessary funds to a Contracting Party, Or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditors' Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successors agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c), and 74.008(c), *Texas Education Code*.

The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the Independent responsibility of Receiving Party and Performing party to comply with the provision of Chapter 552, *Texas Government Code* (the "Public Information Act"), as those provision apply to the parties respective information. Receiving Party is not authorized to receive public information request or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information request or take any other action under Public Information Act on behalf of Receiving Party.

Executed effective as the Effective Date by the following duty authorized representatives of Contracting Parties:

RECEIVING PARTY:

PERFORMING PARTY:

Ector County Independent School District

The University of Texas of the Permian Basin

By: _____
H.T. Sanchez, Ed.D.
Chief of Staff

By: _____
Dr. Chris Forrest
Vice-President for Business Affairs

Date: _____

Date: _____