

INTERLOCAL COOPERATION CONTRACT #DC-SPD24

THE STATE OF TEXAS
COUNTY OF TRAVIS

This contract is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provision of "The Interlocal Cooperation Act," TEX. GOVT. CODE ANN. § 791.001, et. seq.

I. Contracting Parties

The Receiving Agency: Keller Independent School District
Shayne M. Hamilton, Education Center
350 Keller Parkway
Keller, Texas 76248

The Performing Agency: The University of Texas at Austin ("UT")
Destin Ray Smith, Charles A. Dana Center
P.O. Box M
Austin, Texas 78713-8913

II. Statement of Services to be Performed

The University of Texas at Austin (on behalf of the Charles A. Dana Center for Mathematics and Science Education) will deliver *Professional Teaching Model (PTM)* professional development training at Keller Independent School District for two [2] days currently planned for the following dates: May 7 – 8, 2007. The sessions will be held in Keller, Texas for not-to-exceed forty (40) participants per session.

The professional development sessions for Grade 5 science teachers will focus on lesson development using the Dana Center's *PTM*. Lesson topics will be selected by Keller ISD teachers during the sessions.

Within the conditions of this contract and for the agreed upon fees and costs, The Dana Center will supply the presenters to deliver and support the training and travel related costs for presenters on a fixed price basis. Keller ISD will directly provide all other related meeting materials and costs for the session that will include, but may not be limited to, print materials, training materials such as name badges and sign-in sheets, meeting space with working tables and chairs appropriate for six-to-eight (6-8) adult participants for each table, audio-visual/presentation equipment such as one (1) overhead projector and screen, two (2) easels, and a lavalier wireless microphone and sound amplification system, and refreshments for breakfasts, lunches and breaks as applicable or desired.

III. Basis for Calculating Fixed Price Costs

Budget:

Item	Amount
Overall Presenters' Fees for Training, Support, and Travel Costs – two (2) sessions	\$6,400
Total Direct Costs	\$6,400
Indirect Costs at 8% TDC	\$ 512
Total Fixed Price Costs not-to-exceed	\$6,912

IV. Agreement Amount

The total amount of this Agreement shall not exceed \$6,912 (six thousand nine hundred and twelve dollars and no cents).

V. Payment of Services

The Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to the Performing Agency. Payment for this agreement shall be billed in one lump sum and is due in full within thirty (30) days of completion of services. Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VI. Term of the Agreement

This Agreement is effective as of the later of May 1, 2007 or date fully executed by both parties ("Effective Date") and shall terminate on August 31, 2007.

VII. Cancellation

In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within fifteen (15) days after receipt of written notice thereof, this agreement shall terminate upon expiration of the fifteen (15) day period.

If any of the training events outlined herein are cancelled by the Receiving Agency after full execution of this agreement, the Receiving Agency shall still pay any costs incurred for any cancelled training events as outlined above in Article III. Basis for Calculating Fixed Price Costs.

VIII. Certifications

The undersigned Contracting Parties do hereby certify that each is authorized to perform the services required by this Agreement and that such services further a governmental function of Receiving Agency. Payment for the services performed by the Performing Agency will be made from current revenues available to the Receiving Agency.

Receiving Agency

Keller Independent School District

By: _____

Name: _____

Title: _____

Date: _____

Performing Agency

The University of Texas at Austin

By: Debra Y. Stevens

Name: Debra Y. Stevens
Business Contracts Administrator

Title: _____

Date: 2-12-07