

**INTERLOCAL TRAINING AGREEMENT #DC-LDP21**  
**between**  
**THE UNIVERSITY OF TEXAS AT AUSTIN**  
**and**  
**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This agreement is entered into by and between the Contracting Parties shown below pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

This agreement for Leadership Development Program training and support services is entered into by and between The University of Texas at Austin, Austin, Texas, 78712 (hereinafter referred to as the Performing Agency) and Ector County Independent School District, Odessa, Texas, 79760 (hereinafter referred to as the Receiving Agency).

WHEREAS, the Performing Agency has a project titled "Leadership Development Program" at The Charles A. Dana Center under the direction of W. David Hill (Program Director) that will execute the Performing Agency responsibilities as an independent contractor and is not an employee or agent of the Receiving Agency.

**RECITALS**

This agreement defines the activities for the work between Performing Agency and Receiving Agency as a member of the Leadership Development Program. For the purposes of this agreement, the term *workshop* means technical assistance and/or professional development training session.

NOW THEREFORE, the following is hereby agreed:

**I. Performing Agency Responsibilities:**

- **Leadership development**
  - Two (2) consecutive workshops on *Gap Analysis*
  - Two (2) consecutive workshops on *Systems Thinking*
  - Two (2) consecutive workshops on the *Professional Teaching Model (PTM)* process
  - Two (2) consecutive workshops on *Structures*
  
- **Intervention Specialist development**
  - Two (2) consecutive workshops on *A Study of the Texas Essential Knowledge and Skills (TEKS)*
  - Two (2) consecutive workshops on *Facilitating the Study of the TEKS*
  - Three (3) separable sets of two (2) consecutive workshops on the *Professional Teaching Model (PTM)* process
  - Three (3) one-day sessions on *Facilitating the PTM* process

Additional participants may be negotiated for fixed fees. Based on capacity, additional days of leadership or intervention specialist professional development or technical assistance may also be purchased for fixed fees. Receiving Agency will reference Article **VI. Cancellation and Modification** below for details on requesting additional services and/or participants.

## **II. Receiving Agency Responsibilities:**

- a) Provide data and information for evaluation report(s)
- b) The Receiving Agency agrees to pay the Performing Agency the direct training and support costs of \$60,626 plus the indirect costs of \$4,850 (8% of direct costs) for a total of \$65,476. Training and support costs include materials, Performing Agency staff travel, planning and personnel costs. Receiving Agency will directly provide all other support costs to include, but not limited to, facilities, audio-visual equipment, substitutes, Receiving Agency staff travel and meals where appropriate.
- c) Concerning Leadership Development Program project content inquiries, the Receiving Agency will contact directly W. David Hill, PhD, Program Director for LDP at the Dana Center address or by calling 512.475.8152 (email: wdhill@mail.utexas.edu). For all inquiries concerning the contracting process, the Receiving Agency will contact directly Destin Ray Smith, CTPM, Senior Grants and Contracts Specialist at the Dana Center address or by calling 512.232.1479 (email: destin@austin.utexas.edu).

## **III. Agreement Amount**

The total amount of this agreement shall not exceed \$65,476 (sixty-five thousand four hundred and seventy-six dollars).

## **IV. Payment of Services**

The Receiving Agency shall pay for this agreement 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. An initial payment of \$32,738 for completion of fall 2006 services is due in full and payable no-later-than December 31, 2006. A final payment of \$32,738 for completion of spring 2007 services is due in full and payable no-later-than July 1, 2007. Additional fees for any selected additional services and/or participants added to this agreement through mutually agreed modification will be invoiced accordingly and payable within thirty (30) days of full execution of such modification. 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.

**V. Term of the Agreement**

This agreement shall begin on September 1, 2006 and shall terminate August 31, 2007.

**VI. Cancellation and Modification**

Either party may cancel this agreement for any reason by providing written notice to the other party fifteen (15) days prior to cancellation, pending payment to Performing Agency for any services provided or costs incurred. Any additional services, participants or stipulations not mentioned herein must be mutually agreed upon in writing by both parties. Receiving Agency may request additional services and/or participants by sending a request to: The University of Texas at Austin, Charles A. Dana Center, Attn: Destin Ray Smith, CTPM, P.O. Box M, Austin, Texas, 78713-8913 or email <destin@austin.utexas.edu>. Please reference the Leadership Development Program Interlocal Training Agreement number (#DC-LDP21) with any request.

**VII. Applicable Laws and Conflict of Interest**

This agreement in all its particulars is subject to all State of Texas and Federal laws, rules, and regulations pertaining to the legal and funding authority of the parties described herein. This agreement shall be interpreted according to the laws of the State of Texas, and all recourse by the Performing Agency or the Receiving Agency to judicial action arising out of this agreement shall be only to the courts of the State of Texas, unless either party can obtain redress only through the Federal Courts. There is no conflict of interest between the Performing Agency and the Receiving Agency.

**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.

In witness whereof, the parties hereto have executed this Agreement as of the day, month, and year shown:

Performing Agency

Receiving Agency

**THE UNIVERSITY OF TEXAS  
AT AUSTIN**

**ECTOR COUNTY INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Urban W. Arredondo

Authorized Institutional Representative

Assoc. Business Contracts Administrator

Name: \_\_\_\_\_

Title: Ofc of VP and Chief Financial Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_