

**INTERLOCAL AGREEMENT BETWEEN
THE TAFT INDEPENDENT SCHOOL DISTRICT, AND**

Beeville Independent School District

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the “Agreement” is made by and between the following:

Taft Independent School District (hereinafter referred to by name or as “Taft”), and **Beeville Independent School District** (hereinafter referred to by name or as “**BISD**”)

known collectively as the “School Districts” or the “Parties”, pursuant to Chapter 791 of the Texas Government Code.

WHEREAS, CSCOPE previously provided lesson plans, and will no longer do so; and

WHEREAS, the School Districts desire to join efforts to replace the lesson plans formerly provided by CSCOPE;

NOW THEREFORE, the Parties enter into the following Agreement:

**ARTICLE 1
CONTRACT TERM**

1.1 This Agreement is entered to be effective September 1, 2013 (the “Effective Date”), and shall continue through July 31, 2014 unless earlier terminated as provided herein.

**ARTICLE 2
PURPOSE**

2.1 The purpose of this Agreement is to write and distribute lesson plans (“Lesson Plans”) for the use by the School Districts.

**ARTICLE 3
GOVERNING LAW**

3.1 The School Districts expressly agree that this Agreement is governed by and will be construed and enforced in accordance with the laws of the State of Texas. Venue shall be in San Patricio County, Texas.

**ARTICLE 4
SCOPE OF SERVICES, OWNERSHIP OF LESSON PLANS**

4.1 The School Districts will provide certified personnel to write Lesson Plans. The School Districts will share the costs of writing the Lesson Plans etc... including stipends, substitute teachers, oversight of the project, and copying and distributing the Lesson Plans.

4.2 All right, title and interest to the Lesson Plans shall be owned by the Parties in proportion to their share of the cost of writing the Lesson Plans as set out in section 5.2. "Lesson Plans" means all information, materials, products, services, technology or work product of any kind created, developed or prepared pursuant to this Agreement.

4.3 Each of the Parties grants to the other Parties an exclusive, non-transferable, royalty-free license to use the Lesson Plans including any copyrighted or otherwise protected material, trademarks and service marks only for educational purposes within the Party's school district.

4.4 The Parties agree that no Party will sell, license, convey or otherwise provide the Lesson Plans to any person or entity not a Party to this Agreement without the written consent of all Parties to the Agreement except as otherwise required by applicable law.

ARTICLE 5 FISCAL AGENT, COMPENSATION AND METHOD OF PAYMENT

5.1 Taft Independent School District shall serve as fiscal agent ("Fiscal Agent") under this Agreement.

5.2 There will be no cost to the ESC 2 School Districts.

5.3 The School Districts will pay their own respective employees and substitutes.

5.4 Any School District joining the ESC 2 Consortium after October 1st will incur a late joining fee as determined by its members.

ARTICLE 6 TERMINATION

6.1 This Agreement may be terminated by any of the following occurrences:

6.1.1 By mutual Agreement and consent in writing by all Parties;

6.1.2 By any Party upon thirty (30) days written notice to the other Parties.

6.1.3 By any Party upon the failure of one or more of the other Parties to fulfill obligations as set forth in this Agreement.

6.2 If two or more Parties remain after 6.1.2 or 6.1.3 above, the Agreement will remain in force for those remaining Parties. The departing Parties will pay their respective costs up to and including the date of termination.

ARTICLE 7 AMENDMENTS

7.1 Any and all changes to this Agreement may be enacted by written amendment or addendum properly executed by the appropriate representatives of each Party.

ARTICLE 8 ASSIGNMENT

8.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Parties.

ARTICLE 9 NOTICES

9.1 All notices required or permitted under this Agreement, shall be mailed to such Parties at the following address:

For Beeville ISD: Dr. Sue Thomas
Superintendent of Schools
201 N. St. Mary's
Beeville, TX 78102
Telephone: (361) 358-7111

For Taft: Dr. Chad Kelly
Superintendent of Schools
400 College
Taft, Texas 78390
Telephone: 361-528-2636

ARTICLE 10 APPROPRIATION OF FUNDS

10.1 The School Districts agree that the performance of each is subject to the ability of the Parties to provide or pay for the services required under this Agreement. The School Districts acknowledge that any payments made pursuant to this Agreement shall be made from current revenues available to the paying Parties, and any future payments are subject to appropriations.

ARTICLE 11 NO THIRD PARTY BENEFICIARY

11.1 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

ARTICLE 12

GOVERNMENTAL FUNCTIONS; LIABILITY; NO WAIVER OF IMMUNITY OR DEFENSES

12.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

12.1.1 The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

12.1.2 The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

12.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.

12.2 To the extent authorized by law, each Party shall be responsible and held liable for their own negligent acts or omissions or those of their officers, agents or employees under this Agreement. No Party shall be liable for claims arising out of the negligence or willful malfeasance of any other Party, its officers, agents, or employees.

12.3 No Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

ARTICLE 13 SEVERABILITY

13.1 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect to the extent that it does not destroy the benefit of the bargain.

ARTICLE 14 ENTIRE AGREEMENT

14.1 This Agreement is the entire agreement between the Parties as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof.

14.2 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

WHEREAS, the School Districts agree to the terms as set forth above, this Agreement shall be effective upon full execution of the Agreement by the proper authorities of each Party, after approval by the governing bodies of such Party.

AGREED TO BY:

XXXXXX

TAFT INDEPENDENT SCHOOL DISTRICT

By:_____

By:_____

Dr. Chad Kelly
Superintendent of Schools

Date:_____

Date:_____

By:_____

Date:_____