

INTERLOCAL AGREEMENT BETWEEN
THE BEEVILLE INDEPENDENT SCHOOL DISTRICT AND
THE GEORGE WEST INDEPENDENT SCHOOL DISTRICT

*Agreement for the Provision of the
Services of a PEIMS Director*

This Interlocal Agreement (“Agreement”) is entered into by and between the Beeville Independent School District (“BISD”) and the George West Independent School District (“GWISD”), shown below as parties and referred to collectively as “the Parties,” for the coordination of the management services of a Public Education Information Management Systems (“PEIMS”) Director, by the authority granted in, and in compliance with the provisions of, Chapter 791, Texas Government Code.

I. RECITALS

WHEREAS, GWISD and BISD are independent school districts organized under the constitution and laws of the State of Texas;

WHEREAS, the Parties have identified certain common, legitimate public purposes in entering into this Agreement;

WHEREAS, both BISD and GWISD must use PEIMS to collect and maintain data regarding their respective public school districts and to report such data to the Texas Education Agency (“TEA”);

WHEREAS, GWISD desires to coordinate with BISD for the shared services of the BISD PEIMS Director (“Director”);

WHEREAS, it is in the best interest of the Parties to share the expense of a PEIMS Director;

WHEREAS, the Texas Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes local governmental entities, such as independent school districts, to contract with each other to efficiently provide for governmental functions such as public education data management; and

WHEREAS, the governing bodies of the Parties have each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement.

NOW THEREFORE, in view of the foregoing and in consideration of the benefits and obligations set forth herein, the sufficiency of which is hereby expressed, the Parties agree as follows:

II. TERM

- A. The term of this Agreement shall commence on **August 22, 2012**, and will end on **June 30, 2013**, unless renewed or terminated before that time period, in accordance with this Agreement.
- B. This Agreement may be renewed for an additional school year by the mutual written agreement of the Parties on or before the 45th day before the last day of instruction in the current school year.
- C. Either party may terminate this Agreement at any time by providing written notice to the other party of such intent on or before the 45th day before the last day of instruction of the current school year.
- D. Upon the separation from employment of the current Director, Lauri Jones, regardless of the reason, the Agreement shall automatically terminate, unless otherwise agreed to by the Parties.
- E. Either party may terminate this contract with sixty (60) days notice to the other party.
- F. Either party may, without penalty, terminate the Agreement at the end of any budget period occurring during the Term of the Agreement, if funds for the Agreement during the succeeding budget period have not been appropriated. BISD shall not be entitled to receive payments or amounts under the Agreement in excess of the amounts appropriated for the then current budget period of the GWISD.

III. STATEMENT OF SERVICES TO BE PERFORMED

- A. In consideration for the timely payment of agreed upon fees by GWISD, BISD agrees:**
 - 1. To make available to GWISD the services of the Director currently employed by BISD, as specified in this Agreement;
 - 2. To provide GWISD with personnel information regarding the Director to the extent necessary for the administration of PEIMS services at GWISD and to the extent authorized by state and federal law;
 - 3. That BISD has no authority or control to direct the Director's performance of duties and responsibilities for the administration of PEIMS services at GWISD; and
 - 4. That GWISD is not liable for any monetary amount, outside of the fee schedule detailed in this Agreement, representing the Director's BISD compensation or benefits which the Director may be entitled to as a BISD employee.

B. In consideration for the services of a PEIMS Director provided by BISD, GWISD agrees:

1. To pay a monthly fee to BISD for the services of the Director, upon receipt of invoices provided by BISD. The monthly payments shall be based on fifty percent (50%) of the actual cost of compensation (payroll and benefits) made by BISD to the Director for each school year. Payments to BISD in 2012-2013 shall be prorated to reflect the actual number of days worked by the Director pursuant to this Agreement, including the work schedule attached as **Exhibit 1**;
2. Payment shall be made to BISD, addressed as follows:

Beeville Independent School District
Attn: Executive Director of Finance
201 North St. Mary's Street
Beeville, Texas 78102
3. If this Agreement is terminated prior to the end of the current fiscal year, GWISD shall be obligated to pay to BISD a prorated portion of the fee representing the proportion of the year in which services were actually rendered under the Agreement;
4. All required payments under this Agreement are subject to the Texas Prompt Payment Act;
5. BISD is not responsible for any deficit, lack of funding or other financial consequences incurred by GWISD as a result of the Director's administration of PEIMS for GWISD;
6. The Director is an employee of BISD, and as such BISD retains sole authority over the Director's employment status with BISD, including decisions to discipline, reassign, or terminate the Director's employment with BISD;
7. That GWISD, not BISD, is solely responsible for supervising and directing the Director's actions and performance related to the administration of PEIMS services for GWISD;
8. That GWISD will promptly report any performance issues regarding the Director to BISD, and will provide any related information or documentation regarding such performance issues;
9. That by this Agreement, BISD does not make any representations, guarantees, or promises regarding the quality of the services to be provided to GWISD by the Director, nor is BISD responsible for any actions or omissions of the Director while acting in the scope of her duties as the PEIMS director at GWISD; and

10. That, upon receipt of an invoice provided by BISD, GWISD will make a payment to BISD reflecting one-half of the legal fees associated with preparation of this Agreement.

C. The Parties agree that:

1. The Director will manage the administration of PEIMS services for BISD and GWISD, according to the rules and regulations of TEA and applicable state and federal law;
2. The Director will comply with the policies of both GWISD and BISD, to the extent possible, and that in the event of a conflict, the policies of BISD control;
3. In 2012-2013, the Director will work a total of 205 days in accordance with the schedule below and the work schedule attached at **Exhibit 1**. Should this Agreement be renewed as provided in Section II.B, above, the Director will work a total of 226 days per school year, beginning on July 1 and ending on June 30th of each school year, in accordance with the schedule below and the work schedule attached at **Exhibit 1**. Changes to the work schedule during the school year may be made by mutual agreement of the Parties;

2012-2013	
GWISD: 102.5 days	BISD: 102.5 days
2013-2014	
GWISD: 113 days	BISD: 113 days

4. GWISD and BISD will retain total control and authority over the administration of PEIMS services at their respective districts, and neither party shall have any authority to dictate or direct the other party's PEIMS administration services or other operations, or the Director's performance thereunder;
5. Materials, supplies, or other tangibles involved in the administration of PEIMS services for BISD and GWISD shall not be shared or transferred between the Parties;
6. During the Director's time with one party, the Director shall be available by telephone to address any pending matters for the other party;
7. All programs operated under this Interlocal Agreement, either individually by the Parties or jointly by the Parties, shall comply with the PEIMS rules and regulations promulgated by TEA, and any other applicable state or federal law; and

8. Resolution of disputes concerning implementation of this Interlocal Agreement between BISD and GWISD shall first be attempted at the local level. The specific issues involved in the dispute and possible solutions shall be identified and referred to local personnel authorized to make such decisions as necessary to resolve the dispute. If a resolution is not reached after a reasonable period of time, the District shall refer the dispute to mediation as a condition precedent to the initiation of any legal proceedings.

IV. CONSIDERATION

The total consideration for this Interlocal Agreement shall be the mutual services provided by the Parties, and any other consideration specified within this document. Specifically, the fees set forth in Section III. B., above.

V. AMENDMENTS OR MODIFICATIONS

No amendment to any provision of this Interlocal Agreement will be valid unless it is in writing and signed by duly authorized representative(s) of each Party.

VI. COUNTERPARTS

This Interlocal Agreement may be executed in any number of counterparts, each of which will be regarded as an original and all of which will constitute one and the same instrument.

VII. SEVERABILITY

In the event that any one or more of the provisions contained in this Interlocal Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the remaining provisions; and it is the intention of the Parties to this Interlocal Agreement that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be considered for addition to this Interlocal Agreement that is legal, valid and enforceable and that is as similar in terms as possible to the provisions found to be illegal, invalid or unenforceable.

VIII. MISCELLANEOUS

- A. Nothing in this Interlocal Agreement will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the State of Texas.

- B. The Parties acknowledge and agree that the terms of this Interlocal Agreement reflect many requirements set forth in state and federal law. In the event state or federal law changes in a manner which may affect the terms of this agreement, this Interlocal Agreement shall be amended accordingly. The Parties acknowledge and agree that in no event shall the terms of this Interlocal Agreement remain in effect if the terms violate or are inconsistent with state or federal law.

President, Board of Trustees
Beeville Independent School District

Date

President, Board of Trustees
George West Independent School District

Date