

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

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract is entered into effective November 18th, 2013 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: UTPB Tutors for Newcomers” at the ECISD facilities for identified recent immigrant students (“newcomers”). A recent immigrant is a student born outside the USA and who has been three or less years in US schools and with oral English language proficiency at the beginner or intermediate level. The UTPB bilingual tutors will support newcomers at the Ector Junior High and Permian High School Newcomer Academies by facilitating understanding and comprehension of content in the following core content area classrooms: Math, Science and Social Studies. The services to be provided are to be supplemental to newcomer students. The bilingual UTPB tutors will support teachers instructing newcomer students to facilitate the comprehension of content in the above mentioned content areas.

PERFORMING PARTY SHALL:

1. Provide tutors, preferably bilingual undergraduate students already familiar in working with the intended population, to offer the supplemental instruction as outlined in the project.
2. Be responsible for the employment, scheduling, supervision, communication of expectations in this MOU and discipline of tutors associated with the program.
3. Meet with the ECISD Title III Coordinator for an informational session prior to start of services.
4. Ensure communication between UTPB tutors and assigned content teachers as to what content/vocabulary/language to support in the classroom.
5. Be committed with project and communicate with ECISD ESL Title III Coordinator when tutors not available to comply with schedule.

RECEIVING PARTY SHALL:

1. Promote the program to its applicable student population.
2. Pay all costs referred to below to Performing Party.
3. Provide a schedule of classes, job description, and project procedures.
4. Coordinate with UTPB during the development of this project. The ECISD ESL Title III Coordinator will be the ECISD the contact person for campuses administrators/teachers and UTPB tutors.
5. Identify campus support personnel to monitor and support the program (LPAC administrators).

ADDITIONAL PROVISIONS:

1. Tutors will attend a meeting with the ECISD ESL Title III coordinator prior to services.
2. Tutors will complete a survey at the end of services to provide input about the experience.
3. ECISD newcomer core content area teachers will communicate and provide tutors with data and skills ECISD students need help with.

CONTRACT AMOUNT:

The total amount of this contract shall not exceed \$39,063.00

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

- Ceiling on total amount of UTPB students: 20
- Ratio (tutor/class): 1 to 2-3 providing support to recent immigrant who need the most support in core content area classes at Permian High School and Ector Junior High.
- Number of tutors needed for program: 20 maximum
- Hourly wage per tutor: \$13.00
- Hourly professional development: \$13.00
- Cost of 20 tutors:
 - Weekly \$ 3,120.00 limit
 - Total 12 weeks (excluding holiday breaks) \$37,440.00 limit
(from November 18th –February 28th approximately)
- 3% benefits - \$ 1,123.00
- Cost of UTPB tutor instructional materials: \$ 500.00

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.

The Performing Party will bill the Receiving Party monthly. Payments will be provided after the rendering of monthly services by Performing Party.

TERM:

The term of this Contract begins on the Effective Date above and expires on February 20th, 2014.

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: Carolyn Gonzalez, Assistant Superintendent of Curriculum and Instruction

Email: Carolyn.gonzalez@ectorcountyisd.org

With copy to: Ector County Independent School District

P.O. Box 3912

Odessa, Texas 79760

Attn: Pilar Moreno-Recio, Executive Director of Bilingual Education

Phone: 432-456-8579

Fax: 432-456-8758

Email: pilar.moreno-recio@ectorcountyisd.org

If to Performing Party: UTPB Purchasing

4901 East University

Odessa, Texas 79762

Attn: Rey Lascano, Special Assistant to the President Director of Continuing Education

Fax: 432-552-2109

Email: lascano_r@utpb.edu

With copy to: UTPB Continuing Education/Outreach Dept.

4901 East University

Odessa, Texas 79762

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 duly authorized representatives of Contracting Parties:

RECEIVING PARTY: PERFORMING PARTY:

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

By: _____ By: _____

David Harwell

Dale Cassidy

Finance Chief Officer

Vice President for Business Affairs

Date: _____ Date: _____