

**INTERLOCAL AGREEMENT BETWEEN THE
ARANSAS COUNTY, CALALLEN, AND GREGORY PORTLAND
INDEPENDENT SCHOOL DISTRICTS,
AND OTHER SCHOOL DISTRICTS**

THIS INTERLOCAL AGREEMENT hereinafter referred to as the "Agreement" is made by and between the following: Aransas County, Calallen, and Gregory Portland Independent School Districts (hereinafter referred to by name or as "ACCGP"), and Independent School Districts, (hereinafter referred to by name or as "STCC") and other School Districts known collectively as the "STCC" or the "Parties" enter this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

**ARTICLE 1
CONTRACT TERM**

1.1 This Agreement is entered to be effective November 8, 2013 (the "Effective Date"), and shall continue through May 31, 2017, unless earlier terminated as provided herein.

**ARTICLE 2
PURPOSE**

2.1 The purpose of this Agreement is to:

- a. Provide a system for ACCGP to collaborate and develop lesson plan frameworks and curriculum support materials which will be disseminated to STCC member districts.
- b. To designate an existing local government to serve as Fiscal Agent to supervise the performance of this Agreement as provided at Texas Government Code Section 791.013(a)(2).
- c. To provide a framework under which the Fiscal Agent may employ personnel, perform administrative functions and provide administrative services necessary to perform under this Agreement.
- d. To provide for a framework for applying for, registering, securing, holding, protecting and renewing copyright protection for original intellectual property that is created with shared resources under this Agreement.

**ARTICLE 3
GOVERNING LAW**

3.1 The ACCGP and STCC 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 Nueces County, Texas.

ARTICLE 4
SCOPE OF SERVICES, OWNERSHIP OF LESSON PLAN FRAMEWORKS

4.1 The ACCGP will provide certified personnel to write Lesson Plan Frameworks. The STCC will share the costs of writing the Lesson Plan Frameworks etc... including stipends, substitute teachers, oversight of the project, and copying and distributing the Lesson Plan Frameworks.

4.2 All right, title and interest to the Lesson Plan Frameworks shall be owned by the Parties in proportion to their share of the cost of writing the Lesson Plan Frameworks as set out in section 5.2. "Lesson Plan Frameworks" 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 Plan Frameworks 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 Plan Frameworks 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 Calallen Independent School District shall serve as fiscal agent ("Fiscal Agent") under this Agreement.

5.2 The cost to all STCC School Districts will be paid to the fiscal agent in accordance with lead4ward's payment structure: \$3500 per district and \$3.00 per average daily membership (ADM) according to AskTED.

5.3 Any School District joining the STCC after October 1st, 2013 will incur a late joining fee as determined by its members.

ARTICLE 6
TERMINATION

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

- a. By any Member upon the material failure of the STCC to fulfill material obligations as set forth in this Agreement.
- b. By STCC, acting through its Fiscal Agent, upon the failure of any Member to fulfill material obligations as set forth in this Agreement.
- c. Any Member who fails to make payment as specified under this Agreement shall receive a reminder that the Member is in breach of its duties under the Agreement. If the Member does not timely cure that breach, the Member's participation in STCC shall be terminated.

- d. If the termination is based upon the material failure of the STCC to fulfill its obligations as set forth in this Agreement, the Member shall be reimbursed any payment(s) made for the current school year on a pro-rata basis.
- e. If termination is initiated by the Member without good cause or is based upon the material failure of a Member to fulfill its obligations as set forth in this Agreement, the Member shall be obligated to pay STCC an amount that equals one-half of all amounts due and owing for the remainder of the 3-year contract term.

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.

ARTICLES 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:

Calallen ISD:	Dr. Arturo Almendarez Superintendent of Schools 4205 Wildcat Drive Corpus Christi, Texas 78410 Telephone: 361-242-5600
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ARTICLE 10 APPROPRIATION OF FUNDS

10.1 The STCC 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 STCC acknowledge that any payments made pursuant to this Agreement shall be made from current revenues available to the paying Parties.

ARTICLE 11 NO THIRD PARTY BENEFICIARY

11.1 This Agreement inures to the benefit of and obligates only the STCC. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The STCC 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 ACCGP 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 ACCGP 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 ACCGP, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the STCC and the ACCGP.

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 ACCGP and STCC 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 STCC 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:

**BEEVILLE INDEPENDENT
SCHOOL DISTRICT**

By: _____

Superintendent of Schools

Date: _____

**CALLEN INDEPENDENT
SCHOOL DISTRICT**

By: _____

Dr. Arturo Almendarez
Superintendent of Schools

Date: _____