

COPY

REVISED INTERLOCAL TRAINING AGREEMENT #DC-AS072

between

THE UNIVERSITY OF TEXAS AT AUSTIN

and

**AUSTIN INDEPENDENT SCHOOL DISTRICT
(on behalf of Walnut Creek Elementary School)**

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 in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

This agreement for Accelerated Schools 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 Austin Independent School District, Austin, Texas, 78703 (hereinafter referred to as the Receiving Agency).

WHEREAS, the Performing Agency has a project titled "Southwest Center for Accelerated Schools" at The Charles A. Dana Center for Educational Innovation under the direction of Dr. P. Uri Treisman (Project Director) that will execute the Performing Agency responsibilities as an independent contractor and is not an employee or agent of the Receiving Agency.

WHEREAS, the Receiving Agency desires to receive training and support services under the Southwest Center for Accelerated Schools project.

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NOW THEREFORE, the following is hereby agreed:

PURCHASING

I. Performing Agency Responsibilities:

- a. Provide nine (9) days of training for the period of performance July 1, 2001 through June 30, 2002 to the Receiving Agency's team consisting of the principal, the designated external coach (provided by The University of Texas at Austin within this agreement), two (2) additional people including the designated internal facilitator selected by the Receiving Agency.

- b. Make two (2) site visits during the period of performance July 1, 2001 through June 30, 2002 for purposes of assessing the Receiving Agency's implementation of the Accelerated Schools process.
- c. Provide additional training not-to-exceed nine (9) days during the performance period July 1, 2002 through June 30, 2003 and not-to-exceed nine (9) days during the performance period July 1, 2003 through June 30, 2004 on such specific areas as powerful learning, governance, principal leadership and inquiry. The University of Texas at Austin will continue to provide the designated external coach through the end of the overall aggregate performance period terminating June 30, 2004.
- d. Provide additional training and mentoring support to the designated external coach. The designated external coach required for technical support is being provided by The University of Texas at Austin in addition to the standard training and support services, and for the additional fees as outlined in Article II., paragraph g.
- e. Provide opportunities for the Receiving Agency to interact with other Accelerated Schools including an annual state networking meeting. The associated direct costs of such an event will be invoiced accordingly as payments due to the Performing Agency.
- f. Provide regular support and information through the use of telephone, email and other communications.
- g. Provide the Receiving Agency with all necessary materials to implement the accelerated schools process including three (3) copies of the Accelerated Schools Resource Guide.
- h. Allows the Receiving Agency to use the trademarked Accelerated Schools name in its publications and publicity. No use of Performing Agency's trademarks or logos is permitted without prior approval by Performing Agency's Office of Trademark Licensing.
- i. Provide copies of the national Accelerated Schools newsletter.
- j. Provide the Receiving Agency with materials such as the School Data Portfolio and the Accelerated Schools Assessment Toolkit to assist in the on-going evaluation of the project.

II. Receiving Agency Responsibilities:

- a. Agrees to implement the Accelerated Schools model according to the standards and format set forth by the Accelerated Schools Project.
- b. Provide for an external coach who will work with the contracting school at least one (1) full day per week. Maintaining the additional services of the coach provided by The University of Texas at Austin within this agreement satisfies this responsibility.
- c. Ensure the principal and not-more-than two (2) additional people attend all required training.
- d. Ensure the external coach attends all training including the periodically scheduled coaches' training. Maintaining the additional services of the coach provided by The University of Texas at Austin within this agreement satisfies this responsibility.
- e. The Receiving Agency agrees to work with the external coach to build a school portfolio during the acceleration process. Documents to be collected include the school data portfolio, Taking Stock surveys and results, the school's Vision, the identified Priorities, the Governance structure, minutes from cadre meetings or other evidence of progress through the Inquiry Process.
- f. Set aside six (6) days per contract year of staff development time for the training of the Receiving Agency's staff in the Accelerated Schools process and reserve additional time for planning and other meetings necessitated by the accelerated schools process.
- g. The Receiving Agency agrees to pay the Performing Agency the direct standard training and support costs of \$17,130 plus the indirect costs for the standard training and support of \$1,370 (8% direct costs) with the additional direct technical support (designated external coach) costs of \$24,537 plus the indirect costs for the additional technical support of \$1,963 (8% direct costs) for a total of \$45,000 per year for an aggregate performance period of three (3) years and an aggregate total amount of \$135,000. The annual payments are due in monthly installments of \$3,750 for twelve (12) months each year for three (3) years and payable in accordance with the following schedule - Year One: first installment of \$3,750 is due within thirty (30) days of full execution of this agreement, but no sooner than August 1, 2001; each subsequent installment of \$3,750 is due on the first day of each month throughout the year for each of the three (3) years; with the final (36th) thirty-sixth-monthly installment to be received no-later-than July 1, 2004. Expenditures for the associated direct costs of any annual state networking meeting will be invoiced accordingly and payable upon receipt. Please make all payments payable to: The University of Texas at Austin and mailed to: Charles A. Dana Center, Attn: Alma Yanez, P.O. Box M, Austin, Texas, 78713-8913. Please reference the Accelerated Schools Training Agreement number (#DC-AS072) with all payments.

- h. Concerning Accelerated Schools Project content inquiries, the Receiving Agency will contact directly Ms. Bonnie Hamill, Project Director for the Southwest Center for Accelerated Schools project, at the Dana Center address or by calling 512.475.9708 (email: bhamill@mail.utexas.edu). For all inquires concerning the contracting process, the Receiving Agency will contact directly Mr. Destin Ray Smith, Grants and Contracts Specialist for the Dana Center, at the Dana Center address or by calling 512.232.1479 (email: destin_ray_smith@mail.utexas.edu).

III. Agreement Amount

The total amount of this agreement shall not exceed \$135,000 (one hundred thirty-five thousand dollars).

IV. Payment of Services

The Receiving Agency shall pay for services received 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. Payments for service performed shall be billed in monthly installments of \$3,750 each year totaling \$45,000 annually for three (3) years total of \$135,000 and payable in accordance with the amounts and schedule outlined in Article II., paragraph g.

V. Term of the Agreement

This agreement shall begin on July 1, 2001 and terminate June 30, 2004.

VI. Cancellation and Modification

Either party may cancel this agreement in whole or in part at any time for any reason due to unforeseen circumstances. Such cancellation requires written notice pending resolution of any outstanding payments to the Performing Agency. Any additional services or stipulations not mentioned herein must be mutually agreed upon in writing by both parties.

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 interests 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

The University of Texas at Austin

By: Debra Y. Stevens
Debra Y. Stevens

Title: Office of the Senior Vice President
and Chief Financial Officer

Date: 8/10/01

Receiving Agency

**Austin Independent School District
(on behalf of Walnut Creek
Elementary School)**

By: Pascal D. Forjone
Pascal D. Forjone

Title: Superintendent

Date: 8/10/01

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