

**Agreement Between
Aubrey ISD
and**

*Agreement
File*

Successful School Project North Texas District Argyle ISD

This Contract is entered into by and between Aubrey Independent School District (AISD), 415 Tisdell, Aubrey, Texas 76227 and Argyle ISD, ~~PO Box 989~~ Argyle, TX 76226-0989

800 Eagle

Period of Performance – The period of performance under this contract is specified as August 1, 2012 through June 30, 2013, unless sooner terminated in accordance with the terms herein.

Scope of Work: The Aubrey ISD Grant Writer will provide the Following services to the Grant Collaborative Districts:

One two hour staff development session to develop a comprehensive needs assessment for the district at a time that is agreeable to both parties. The consultation will be conducted to determine areas of focus for development of special programs and pursuit of funding.

Consultation services. Each district will be included in the development of curriculum programs and grant proposals during the Contract year.

Miscellaneous:

Each collaborative district will appoint a district representative to the SSNT Collaborative Advisory Committee.

Districts in the collaborative may elect to participate or not participate in any specific grant opportunity.

Each collaborative district will provide data needed for the completion of grant related reports in a timely manner.

Amendments – This Contract may be extended, renewed, or otherwise amended at any time by the mutual written consent of the parties. No modification of this Contract or waiver of the terms or conditions hereof shall be binding upon either party hereto unless approved in writing by an authorized representative, or shall be effected by the acknowledgement or acceptance of purchase order forms containing other or different terms and conditions whether or not signed by an authorized representative of the party.

Key Personnel – Aubrey ISD shall provide a grant writer for the work under this Contract. If the grant writer is removed from employment at Aubrey ISD for any reason, the parties shall mutually agree as to the grant writer's replacement.

Assignment – Neither party to this Contract may assign their rights and/or duties hereunder without the written permission of the other party.

Contract Amount – The total amount of this firm-fixed Contract shall not exceed the amount shown in budget ATTACHMENT A.

Payment for Services: Invoice will be provided by Aubrey ISD to Sponsor contact. Payment will be made within 30 days of receipt of invoice.

Payment will be remitted to:

Aubrey ISD
Successful Schools Project – North Texas
415 Tisdell
Aubrey, Texas 76227

Copyright and Publication – Aubrey ISD may assert copyright on materials that it produces in the performance of the work of this agreement. Sponsor shall have a time-limited first right to negotiate a non-transferable, irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, publish or re-publish, or otherwise disseminate such copyrighted materials.

Aubrey ISD shall be free to publish the results of work under this contract. Title to and the right to determine the disposition of any copyrights on publications relating to the performance of the work hereunder shall remain with Aubrey who shall have the sole right to determine the disposition of those copyrights.

Confidentiality – Subject to the limitations and conditions of Texas state law, parties agree to keep confidential any proprietary information that either party designates as such and supplies to the other party during the course of this Contract. Such information will not be included in any published material without prior approval by Sponsor.

Indemnification – Sponsor shall hold Aubrey ISD harmless from and shall indemnify Aubrey against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Aubrey ISD, its agents, employees, and subcontractors, done in the conduct of this project.

Insurance – Aubrey ISD, a public school in the State of Texas is self-insured.

Equipment – Ownership of all permanent and expendable equipment purchased by Aubrey ISD under this Contract shall become the sole property of Aubrey ISD at the time of purchase, and title thereto shall vest solely in Aubrey ISD.

Notices – All notices under this Contract given by either party to the other shall be in writing and shall be sent to the following individuals:

For Aubrey ISD:

Dr. James Monaco
Superintendent
Aubrey Independent School District
415 Tisdell
Aubrey, Texas 76227

Telena Wright
Superintendent
Argyle ISD
PO Box 989
Argyle, TX 76226-0989
940/464-7241

Termination Clause – Either party hereto may terminate this Contract at any time by giving not less than (30) days advance written notice to the other party. In case of Termination initiated by Sponsor, no refunds shall be provided.

Independent Contractor – Aubrey ISD is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the services contracted for by the Sponsor. Aubrey ISD employees shall in no sense be considered employees of Sponsor and neither Aubrey ISD nor sponsor personnel will, by virtue of this Contract, be entitled or eligible, by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by either party to its employees.

Dispute Resolution – Chapter 2260 of the Texas Government Code establishes a dispute resolution process for Contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Contract, then Sponsor agrees that it will use the statutory dispute resolution process to resolve disputes arising hereunder.

Aubrey ISD

By: _____


Dr. James Monaco
Superintendent

Date: _____

6-8-2012

Sponsor

By: _____


Telena Wright
Superintendent

Date: _____

6-18-12

ATTACHMENT A

BUDGET

District ADA	Cost Per Year
1 - 4000 students	\$5,000
4,000 - 9,000 students	\$8,000
9,000 - above	\$12,000