

**INTERLOCAL AGREEMENT  
FOR INSTRUCTIONAL SERVICES  
BETWEEN AMARILLO COLLEGE  
AND AMARILLO INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement (“Agreement”) is made between Amarillo College (“AC”) and Amarillo Independent School District (“AISD” or “the District”). Pursuant to the authority granted by the “Texas Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code, as amended, providing for cooperation between local governmental bodies, the parties hereto, in consideration of the premises, mutual promises, and other valuable consideration stated herein, now agree as follows:

1. Entity & Authorization. Each party is a local government within the State of Texas. This Agreement has been approved by the governing body of each respective entity, and the signatory below has been duly authorized to execute this Agreement on behalf of each respective entity.
2. Public Benefit & Purpose. The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both parties. More specifically, there is a public benefit of AC and AISD providing Instructional Service opportunities to District students above and beyond those traditionally offered by the District curriculum. The intent and purpose of this Agreement is to ensure the Parties can work together for the benefit of District students and the community in general.
3. Current revenues. Both the party performing a service and the party paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the party.
4. College Obligation. AC hereby agrees to provide instructional services identified in Exhibit A.
5. AISD Obligation. AISD hereby (a) accepts the duties, terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, (b) agrees to perform its obligations stated therein, (c) including timely payment for materials.
6. Exhibit incorporated; delegation of future services. The provisions of Exhibit A are incorporated herein by this reference as though stated verbatim. The governing body of each Party hereby authorizes its point-of-contact official to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational or logistical procedures or schedules described in Exhibit A, as may be necessary or convenient to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustment(s) made when implementing this Agreement do not require or constitute a material change in costs or the performance required of either party under this Agreement. The AC Board of Regents and AISD Board of Trustees further authorizes the College President and Superintendent, respectively to enter into additional separate agreements for Instructional Services

(in addition to those listed in Exhibit A) and related matters, as long as the annual cost for each Instructional Service does not exceed \$100,000 and the terms of any additional agreements do not contradict this Agreement. The College President and Superintendent shall periodically report to their respective Boards the services provided pursuant to this Interlocal Agreement.

7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties regarding the governmental function or services described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. To the extent allowed by or consistent with Texas law, each Party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in the county in which the defendant Party is located and, if located in more than one county, in the county in which the principal offices of the defendant Party are located.

9. Effective date & Term. This Agreement shall become effective on the first day after it has received approval of both governing bodies. This Agreement shall remain in full force and effect for a term of one (1) year from the effective date hereof. This Agreement shall automatically be renewed for additional one-year terms unless and until a Party cancels it by giving thirty (30) days written notice to the other Party. Specific services may be limited in date as set forth by future agreements as may be approved by the College President and Superintendent.

10. Contacts. The point of contact for each Party shall be:

*For Amarillo ISD:*

Dr. Deidre Parish, Superintendent  
7200 I-40 West  
Amarillo, Texas 79106

*For Amarillo College:*

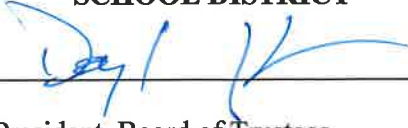
Dr. Jamelle Conner  
2201 S. Washington Street  
Amarillo, Texas 79209

11. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5(c) through 8, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

12. Amendments. This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

**AMARILLO INDEPENDENT  
SCHOOL DISTRICT**

By: 

Title: President, Board of Trustees

Date: 9/8/2025

**AMARILLO COLLEGE**

*Jamelle J. Conner*

By: \_\_\_\_\_

Title: President

Date: 08/19/2025

EXHIBIT A