



Region 4 Education Service Center LETTER OF AGREEMENT

On behalf of the Texas Virtual School Consortia, Region 4, acting as the Fiscal Agent for Education Service Center Partners (Regions 1, 3, 4, 6, 7, 9, 10, 11, 14, 15, 16, and 17) administers this Letter of Agreement.

This letter of agreement (Agreement) is entered into _____,
by and between Region 4 Education Service Center (Center), and
_____ District/Charter/Private School
(Contractor).

This Agreement is subject to and dependent on the Agreement between Region 4 Education Service Center and Interactive Solutions, Inc., dba DriversEd.com., with performance commencing on April 3, 2007 ("Primary Agreement"). In the event that the Primary Agreement is terminated for any reason, this Agreement shall also terminate as of the same date and Region 4 shall have no further duties or obligations to the District under this Agreement, except that if the District has paid for any services under this Agreement and Region 4 fails to deliver those services due to the termination of the Primary Agreement, Region 4 shall refund all amounts paid for services that were not delivered.

Revenue Generation for Services

For efforts in communicating and in distributing materials and information to parents and students about the Center's Driver's Education Course, the **Contractor** will receive five dollars (\$5.00) per student that registers and makes payment for the course.

- Remuneration will be paid to the district/school on a quarterly basis.

Description of Services

The **Center** agrees to provide:

- Access to the discounted DriversEd.com portal.
- Electronic copies of sample and draft informational material for distribution to parents and students.
- Provide district remittance funds on a quarterly basis. Quarterly remittance schedule will be on a reoccurring basis in October, January, April, and July.

The **Contractor** agrees to:

- Send communications and informational materials to appropriate aged students. Such materials may include, but are not limited to flyers, postcards, letters, etc.
- Provide an electronic high resolution copy of the district logo for creation of marketing materials.



- Provide the Center with a district contact person to communicate between the Center and the Contractor. The Contact person will also coordinate the distribution of materials and information to parents and students of the district. See Addendum 1.
- Provide the Center with remittance information for district contributions on a quarterly basis. See Addendum 2.

Termination

Either party may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to the other party.

Effect of Termination

Upon the termination of this Agreement (“**Termination Date**”): All payments that accrued before the Termination Date will be payable in full within sixty (60) days after the Termination Date; and each party will cease using the trademarks, service marks and/or trade names of the other except as the parties may agree in writing or to the extent permitted by applicable law.



**Region 4 Education Service Center
LETTER OF AGREEMENT**

Scope of Services

The **Contractor** agrees that information provided by the Center shall not be used for employment and/or appraisal purposes.

Please return two signed originals to Region 4 Education Service Center, Attn: Brent Bakken, Educational Technology Services, 7145 West Tidwell, Houston, Texas 77092.

BY: Region 4 ESC

District/Charter/Private School

Director Signature

Authorized Signature

Printed Name

Printed Name

Date

Date

Department

BY: Region 4 ESC

Deputy Director Signature

Printed Name

Date

Division

Distribution: Contractor



Addendum 1

Contractor Contact

Please indicate the district contact person for the DriversEd.com partnership.

District/Charter/Private School Name (Type or Print)

Contact Name (Type or Print)

Address 1 (Type or Print)

Address 2 (Type or Print)

City (Type or Print)

State

Zip

Contact Email Address (Type or Print)

Contact Phone Number

Contact Fax Number

Authorized Signature

Date



Addendum 2

Remittance Information

Complete the following information where district remuneration should be sent.

District/Charter/Private School (Type or Print)

Checks Payable To (Type or Print)

Address 1 (Type or Print)

Address 2 (Type or Print)

City (Type or Print)

State

Zip

Authorized Signature

Date