

# INTERLOCAL AGREEMENT

## TEA HB 3 Reading Academies (2023-2024)

### Comprehensive Cohort(s)

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and between the Ector County ISD, (hereinafter referred to as “The District” and Education Service Center Region 18, (hereinafter referred to as “Region 18 ESC”),

WHEREAS, the Texas Government Code, Chapter 791, the “Interlocal Cooperation Act,” authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, a goal of House Bill 3 (“HB 3”), an initiative which was passed in the 86<sup>th</sup> Legislative Session, was to increase teacher knowledge and implementation of evidenced based practices to positively impact student literacy achievement; and

WHEREAS, per HB 3 all Kindergarten through Third Grade teachers and principals must attend a HB 3 literacy achievement academy by the 2022-2023 school year; and

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving HB 3 Reading Academy training, TEA has published guidance in the form of letters to school districts and FAQ guidance to Education Service Centers; and

WHEREAS, the most recent guidance to Authorized Providers and Education Service Centers regarding their provision of HB 3 Reading Academies to school districts and is incorporated for all purposes into this MOU as if reproduced in its entirety; and

WHEREAS, TEA states that school districts have the following two options relating to ensuring their teachers obtain HB 3 Reading Academies training:

**1. Serve as an approved Authorized Provider**

District must have submitted an application and gained TEA approval.  
District, as an Authorized Provider, accepts full responsibility for administration and costs of HB 3 Reading Academies including providing staff, travel, operating expenses, and technology support.

**2. Implement HB 3 Reading Academies Locally or with a TEA-approved Authorized Provider \_\_\_\_\_**

**Local**--District enters into an agreement with an Authorized Provider, and then employ staff to act as Cohort Leaders and provide Comprehensive training locally to teachers and principals. District pays a flat fee to the Authorized Provider (\$12,000 per Cohort Leader for Comprehensive).

**TEA-approved Authorized Provider (AP)**--AP charges \$3000 per learner.

WHEREAS, Region 18 ESC, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering into this agreement with school districts that opt to provide Reading Academy training for their teachers through Option 2 above.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

## **I. Designation by District of Reading Academies Services to be Provided by Region 18**

### **ESC:**

The District opts to utilize Region 18 ESC as an Authorized Provider to provide the HB 3 Reading Academy training via the **Comprehensive Model** to teachers.

## **II. Responsibilities of the Parties.**

### a. For Region 18 ESC:

- 1) Ensure all Cohort Leaders meet the screening requirements determined by TEA.
- 2) Hire Cohort Leaders and assume responsibility for providing salary and benefits.
- 3) Ensure all Cohort Leaders attend the Cohort Leader training provided by TEA.
- 4) Ensure all Cohort Leaders abide by the established participant limitations for each cohort:
- 5) Support online training as determined by the TEA.
- 6) Review submitted assignments and provide individual scoring and feedback.
- 7) Coordinate any additional logistics with the district.
- 8) Communicate monthly progress towards participant course completion.
- 9) Provide registration assistance, logistical support and technical assistance to Cohort Leaders and the District.

b. For the District:

- 1) Assign one or more individuals to support the coordination and implementation of Reading Academies.
- 2) Identify participants, including pathways for HB 3 Reading Academies.
- 3) Support district participants in creation of TEALearn Account.
- 4) Structure the district professional development calendar to support the implementation of Reading Academies.
- 5) Communicate Reading Academies expectations to participants.
- 6) Provide necessary resources or technology for participants to participate in digital learning mandated by TEA.
- 7) Submit requested documentation as part of the program evaluation process or information requests from TEA.
- 8) Support Region 18 ESC in tracking and supporting teacher completion of Reading Academy requirements.
- 9) Ensure participants are willing and able to complete the entirety of the Reading Academies content within the course time period.

### **III. TERM OF AGREEMENT**

This Agreement shall be effective from August 2023, and terminate, except as provided herein, in August 2024, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by Region 18 ESC of the District's personnel (the "Term"). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Reading Academies. No monies will be refunded unless Agreement is terminated within 30 days of initial signing date.

### **IV. FEES**

District will pay a \$3000 fee per participant, with a total of 41 participants for a total cost of \$ \$123,000. District will make these payments from current revenues available to it.

### **V. ADDITIONAL TERMS AND CONDITIONS.**

1. **Assignments.** Neither Party may assign this Agreement without the prior written consent of the other.

2. **Entire Agreement.** This Agreement contains all of the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

3. **Independent Contractor Status**. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

4. **Third Party Beneficiaries**. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.

5. **Governing Law**. This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in Midland County, Texas.

6. **Sovereign Immunity**. Nothing in this Agreement shall be deemed to waive the sovereign immunity of Region 18 ESC, of the staff and employees of Region 18 ESC, or of the District.

7. **Dispute Resolution**. The Executive Director of Region 18 ESC or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.

8. **Severability**. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Chapter 552 of the Texas Government Code as amended (the "Texas Public Information Act") the same shall be of no force and effect. Each party agrees that it will notify the other party of any public information request which seeks disclosure of confidential information and will assert a lawful objection or privilege to keep such information confidential.

10. **Amendments**. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

The individuals signing below are authorized to do so by the respective Parties to this Agreement.

**FOR AND ON BEHALF OF THE DISTRICT FOR AND ON BEHALF OF REGION 18 ESC**

By: \_\_\_\_\_ By: \_\_\_\_\_  
**Superintendent Signature Authorized Signature**

\_\_\_\_\_  
**Printed Name Printed Name and Title**

\_\_\_\_\_  
**Date Date**

\_\_\_\_\_  
**District Contact Person Region 18 ESC Contact Person**

\_\_\_\_\_  
**Title of Contact Title of Contact**

\_\_\_\_\_  
**Street Address Street Address**

\_\_\_\_\_  
**City, State Zip City, State Zip**

\_\_\_\_\_  
**Contact's Telephone Number Contact's Telephone Number**