



**MEMORANDUM OF UNDERSTANDING (MOU)**  
BETWEEN EDUCATION SERVICE CENTER REGION 11  
AND Tornillo Independent School District  
*(District, Charter, ESC Name)*

**THIS MOU AGREEMENT** is entered into by and between the Education Service Center Region 11, ("ESC Region 11") and Tornillo Independent School District (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties ("Effective Date").

**PREMISES**

**WHEREAS** Chapter 791 of the Texas Government Code authorizes governmental entities, including education service centers and independent school districts, to contract with each other to provide governmental functions and services; and contracting party has a fully executed Master Interlocal Agreement (MIA) on file with ESC Region 11.

**WHEREAS**, the Parties wish to enter into this Agreement for the purpose outlined below and the parties agree to follow the agreed upon guidelines to provide the services in this agreement.

**WHEREAS**, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each party finds that the performance of this Agreement is in the common interest of the parties, that the understanding will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

**NOW THEREFORE**, the Parties to this agreement mutually agree to the following:

**AGREEMENT**

**1. DESCRIPTION OF SERVICE:** Blended Learning Coaching *(ex. School Board Training)*

**2. PURPOSE / REASON**

Tornillo ISD has requested 2 semester-long coaching packages for blended learning. Each package includes 1 full-day kickoff session, 1/2 day PD for administrators, 10 coaching cycles for up to 4 teachers (8 total as part of the two packages). There will also be a collaborative pre- and post-walk with administrators.

**3. DUTIES AND RESPONSIBILITIES**

**3.1 ESC REGION 11 Duties and Responsibilities.**

To provide one on one coach, with observation and feedback and teacher support.

**3.2** Tornillo Independent School District *(District or Charter name)* **Duties and Responsibilities.**

The district will provide a location for the training and access to internet and projection equipment.

**4. TERM OF AGREEMENT**

This agreement shall be effective as of the date of authorized signatures of both parties to:

July 2025 - August 2026 (list specific date range and/ or end date)

**5. TERMINATION**

A Party may terminate this agreement for any reason by providing the other party thirty (30) days prior written notice of the cancellation. The receiving party shall be responsible for all obligations to make payments to ESC Region 11 for all services rendered until termination of services.

**6. AGREEMENT AMOUNT AND COMPENSATION**

For and in consideration of the services to be provided by ESC Region 11 under this Agreement, the receiving party will pay ESC Region 11 a total amount of \$ \$62,700.00.

Basis for allocation of total amount listed above:

Package price per TEA-approved provider: This Memorandum of Understanding (MOU) shall be invoiced in two separate installments in accordance with the fiscal year of ESC Region 11, which runs from September 1 to August 31.

July-August 3 days = \$6,600  
Travel for July/August = \$1,900  
2024-2025 Fiscal Year Total: \$8,500.00

September – December = \$44,000  
Travel for Sept – Dec = \$10,200  
2025-2026 Fiscal Year Total: \$54,200

**\*\*Please note that travel costs will be billed based on actual expenses and could be more or less than the estimated costs**

Note: House Bill 462 (HB462, 83<sup>rd</sup> Regular Session, Tex. 2013) prohibits the adoption and/or use of the Common Standards at the state, regional, and local levels. The Contractor agrees to refer only to the Texas Standards and refrain from referencing or using material aligned with the Common Core Standards during presentation(s).

Note: The contractor acknowledges and agrees that all content to be delivered will adhere to Senate Bill 3 (SB3, 87th Second Called Session, Tex. 2021), which outlines instructional requirements and prohibitions for educators in Texas.

**By signing this Agreement, both parties acknowledge that they are duly authorized to sign on behalf of their party and will actively abide by its terms.**

Tornillo Independent School District  
District, Charter, ESC Name

EDUCATION SERVICE CENTER REGION 11

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Clyde W. Steelman, Jr.                      Date  
Executive Director

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Authorized Representative of the Receiving Party shall sign this agreement and return to the ESC Region 11 contact listed below to be countersigned. You will receive one completed copy prior to the scheduled event.*

ESC Region 11 Contact: Kerry Fergason email: kfergason@esc11.net

Ph # +1 (817) 740-7611