

REGION ONE EDUCATION SERVICE CENTER MASTER INTERLOCAL AGREEMENT

This Master Interlocal Agreement ("Agreement") is made by and between Region One Education Service Center ("Region One") and _____ ("Member"), (collectively referred to as the "Parties") acting herein by and through their respectively authorized officers or employees.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and
WHEREAS, the Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and
NOW THEREFORE, in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

AGREEMENT

1. **TERM:** This Agreement is effective from the date of the last signature and shall automatically renew for services and/or goods selected for successive one-year terms unless either party gives sixty (60) days prior written notice of non-renewal. Notice of such non-renewal shall be sent according to Paragraph 13. The conditions set forth herein shall apply to the initial term and all subsequent renewals.
2. **TERMINATION:** Either party will be in default of this Agreement if such party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting party. In the event of default, the non-defaulting party, upon written notice to the defaulting Party, may terminate this Agreement for cause as of the date specified in the notice, and may seek other relief as provided by law. Region One or the Member may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to the other party. The Member agrees to pay an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this Agreement, less any compensation previously paid. The Member acknowledges that some service contracts accompanying this Agreement may not be subject to early termination and therefore early termination in such situations is void.
3. **SCOPE:** The scope of this Agreement is limited to the purchase of goods and/or services, other than engineering or architectural services or construction services, governed by the contracts between Region One and vendors offering such services/goods. The purchase of goods includes the purchase of any services reasonably required for the installation, operation, or maintenance of the goods. The Member acknowledges and agrees that the terms of the contracts between Region One and the vendors providing such goods and/or services are incorporated as if they were fully set out herein. The Member shall abide by the terms of the contracts for the goods/services the Member elects to purchase.
4. **ELECTION OF GOODS AND/OR SERVICES:** A list of the goods/services available for contracting through this Agreement is contained in the Election of Goods and/or Services Form, attached hereto as Exhibit A. Upon entering into this Agreement, the Member shall indicate on the Election of Goods and/or Services all goods and/or services the Member seeks to purchase for the initial term of this Agreement. If Member elects to purchase different goods and/or services for subsequent renewal terms, Member shall complete an

updated Exhibit A, which will be effective upon the start of the renewal term. If Member does not complete an updated Exhibit A, then the election(s) contained in the present Exhibit A shall control for the term of the renewal(s).

5. RELATIONSHIP: The relationship between the Parties is that of independent contractor. Neither party has the authority to bind the other in any manner.

6. MEMBER RESPONSIBILITIES: The Member understands that certain federal requirements involve circumstances unique to the Member's transaction and must be completed by the Member. At the time of procurement, specific information about the Member's transaction is unavailable to Region One, including the funding source to be used, the total value of the transaction, any specific requirements of a particular grant, or the Member's local policy requirements. As a result, the Member is ultimately responsible for compliance with certain applicable requirements and is advised to consult with the Member's legal counsel or granting agency to confirm compliance with any applicable regulations. Depending on the value or nature of a specific transaction, specific grant conditions, or other requirements, the Member may be required to:

- a. Maintain written procedures regarding conflicts of interest of employees engaged in the selection, award, and administration of contracts or purchasing;
- b. Avoid the purchase of unnecessary or duplicative items;
- c. Prepare an Independent Estimate and conduct a Cost and Price Analysis where the total cost of any transaction will exceed the simplified acquisition threshold, and negotiate profit as a separate cost item (if a cost analysis is performed);
- d. Take any necessary steps to ensure minority businesses, women's businesses, and labor surplus area firms are used when possible (i.e. dividing a project into smaller tasks or quantities to maximize participation by small, minority, and women owned businesses); and/or
- e. Ensure compliance with provisions related to recovered materials and domestic preferences.

7. COOP MEMBERSHIP: The Member understands that by executing this Agreement it agrees to be a member of the Region One Coop.

8. CURRENT REVENUES: The Member hereby warrants that all payments required of it pursuant to this Agreement shall be made from current revenues budgeted and available to the Member.

9. PAYMENT TERMS: Invoices are generated upon selection of goods/services. Invoices shall be payable to Region One in accordance with the provisions of the Prompt Pay Act Texas Government Code Chapter 2251, within forty-five (45) days after the Member's receipt of the invoice and delivery of the goods or services, and interest shall be payable by the Member on all past due amounts at the rate specified in Section 2251.025(b), Texas Government Code.

10. SOFTWARE SERVICES: Should the Member elect to purchase any of the software services offered by Region One, the Member understands that it may be required to execute a license agreement for such software. If a license agreement is required for purchase and use of any software, the Member agrees to execute such agreement in a timely manner.

11. ENERGY COOPERATIVES: As detailed in the corresponding contract documents for any energy cooperatives, Member's membership in such groups is coterminous with Region One's membership.

12. OWNERSHIP OF WORK PRODUCT: All work product, including any concepts, products, research, reports, studies, data, or other documents, drawings or materials prepared by Region One in the performance of its obligations under this Agreement shall not be works for hire and shall remain the exclusive property of Region

One. Any programs, data or other materials furnished by Region One for use by Member in connection with the Services performed under this Agreement will remain Region One's property, subject to any superseding licensing agreement or intellectual property rights of third parties.

13. NOTICE: Any notice required or permitted by this Agreement must be in writing and addressed to the party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, (iii) received by facsimile, or (iv) received by email.

To Region One:

Dr. Daniel P. King
Email Address: dking@esc1.net

To Member:

Name: _____

Email Address: _____

14. AMENDMENTS: Region One may, from time to time, amend the terms of this Agreement including a change in program selection and an adjustment in the program fees, as may be necessary for the reasonable supervision and administration of this Agreement and to defray its reasonable administrative costs. No amendment shall become effective until the beginning of the next renewal term; provided, Region One has given not less than 60 days written notice. As detailed herein, on an annual basis, Member has the option to execute an updated Election of Goods and Services, a copy of which is attached hereto as Exhibit A, and may, for such upcoming renewal term, make changes to the goods/services it purchases except where not allowable under a specific program. Member is responsible for providing Region One with evidence that Exhibit A is duly authorized and payable from current appropriated funds of Member's governing body.

15. AUTHORIZATION: By entering into this Agreement, Member certifies that it has received board authorization for all expenditures for services and/or goods provided pursuant to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized agents, sign this Agreement as of _____, 20_____.

REGION ONE ESC

By: _____

Print Name: Dr. Daniel P. King_____

Title: Executive Director_____

Date: _____

MEMBER

By: _____

Print Name: _____

Title: _____

Date: _____



EXHIBIT A

ELECTION OF GOODS AND/OR SERVICES

The following is a list of goods and/or services contracts provided by Region One. Please refer to the corresponding contracts for an in-depth description of the goods/services. Please check all goods/services that Member seeks to purchase:

Executive Services

- ☐ Region One ESC School System Cooperative (for details, visit pages 6 & 7)

Administrative Leadership & Community Impact

- ☐ Superintendents' Summer Leadership Academy
- ☐ Continuing Education required trainings for School Boards (Specialized training upon request)
- ☐ Consulting services to school systems through contracts with Moak, Casey and Associates
- ☐ Region One ESC Counselor Cooperative
- ☐ Rural Schools CTE Cooperative

Curriculum, Instruction & Accountability

- ☐ Accelerated Learning Support Bilingual Services – ESL TExES Preparation Session that provides overview of the test, including targeted domains and competencies
- ☐ Bilingual/ESL/TExES Preparation/LPAC Folder Reviews/Program Audit
- ☐ Bilingual Services – ESL TExES Preparation Session that provides overview of the test, including targeted domains and competencies
- ☐ Customized Professional Development
- ☐ Coaching and Mentoring Academy
- ☐ Customized State and Federal Accountability Reports
- ☐ School Improvement customized professional development for district leaders and principals
- ☐ EB Leadership Academy
- ☐ ESSER Technical Assistance – technical assistance and training to LEAs on the 2020-2021 ESSER Grant application, quarterly reporting, expenditure reporting, private nonprofit (PNP) equitable services, internal controls, and compliance monitoring
- ☐ ESF Diagnostics – Pre-Diagnostic campus contact; Pre-work artifact review; pre-visit conference/ESF lever calibration; ESF campus diagnostic visit; post-visit ESF lever calibration; post-visit ESF debrief
- ☐ Gifted and Talented
- ☐ Instructional Coaching
- ☐ Instructional Coaching – Teachers work collaboratively with an instructional coach to improve professional practice and increase student achievement.
- ☐ Institutos para familias de estudiantes bilingües

- ☐ Migrant Education Program Services – Identification and Recruitment (ID&R), Texas New Generation System (TX-NGS), or Migrant Services Coordination (MSC).
- ☐ New Teacher Support Academy
- ☐ Observation Calibration Strategic Planning
- ☐ Phonics Toolkit and Instructional Coaching
- ☐ See*ONE Data Management System
- ☐ Special Education Services - Program Effectiveness Review
- ☐ Student Growth - Student Learning Objectives
- ☐ Texas Reading Academy (RA)
- ☐ Texas Home Learning
- ☐ *Texas Mathematics Academy: Coming Soon*
- ☐ Texas Home Learning
- ☐ TEKS Resource System
- ☐ TELPAS Academy
- ☐ Texas Instructional Leadership (TIL)
- ☐ Teacher Incentive Allotment
- ☐ Texas COVID Learning Acceleration Supports initiative (TCLAS)
- ☐ Turnaround Transformational Leadership Academy Training

Business & Operations

- ☐ Child Nutrition Program South Texas Coopertive – purchasing cooperative, additional member information required.
- ☐ Finance Advisory Council COOP
- ☐ Human Resources Advisory Council Coop
- ☐ Purchasing Advisory Council COOP
- ☐ Region One Purchasing Cooperative - purchasing cooperative, additional member information required
- ☐ SubHub - is a service provided by the Region One ESC to help schools recruit and retain a qualified pool of certified substitute teachers to fill existing vacancies within schools. This service is an absence management system and a substitute placement system for district/charter schools associated with our program
- ☐ Texas Energy Center - purchasing cooperative, additional member information required
Present Term: [insert term]
- ☐ TutorHub - TutorHub is a new service provided by Region One ESC to assist district/charter schools in the recruitment and placement of high-quality trained tutors that will provide supplemental targeted instruction to address students needs. TutorHub provides trained tutors to implement accelerated instruction through high impact tutoring. The TutorHub tutor initiative is to support district/charter schools in addressing learning loss by meeting the requirements for HB 4545.

Technology Solutions

- ☐ Ascender Student and Administrative Software
- ☐ Discovery Education Streaming
- ☐ Distance Learning Consortium

- ☐ DMAC Software License – suite of Internet hosted multi-user software applications
Eduphoria Premium Suite Edition including TEKSBank; district on-site software training; data analysis training for teachers; teacher and administrator recorded webinars on software and updates
- ☐ E-Learning Courses – annual subscription; E-Learning content, workshops useful for viewing E-Learning content; utilization and completion reporting for E-Learning content specified in selected subscription; technical support for E-Learning courses specified in selected subscription
- ☐ E-Rate Consulting – Federal E-Rate Category One/Two Program Management Service.
Library Services & Instructional Resources Cooperative – online subscription databases/services and additional library resources/services
- ☐ Megabyte – Professional development, certification opportunities, conferences, EdTech trends and updates
- ☐ OmniSuite PD System – Professional Development System via hosted online subscription
- ☐ ORION Consortium – High-speed Internet access
- ☐ ORION Consortium, DDoS Mitigation Services – High-speed Internet access
- ☐ Software and Database Development – provide professional development system via hosted online subscription
- ☐ Zoom Technology – Video conference software licenses, administrator account to Zoom platform, consulting and support on the management of licenses and software.

This list may be subsequently amended to include and/or remove goods or services. Depending on the goods/ services selected by the Member, additional documents may be provided for execution by Member. This Exhibit A supersedes any prior Exhibit A entered into between Region One and Member pursuant to the Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized agents, sign this Agreement as of _____, 20_____.

REGION ONE ESC

MEMBER

By: _____

By: _____

Print Name: Dr. Daniel P. King _____

Print Name: _____

Title: Executive Director _____

Title: _____

Date: _____

Date: _____