

Preliminary Exhibit

Name of Contracting Party: Manor ISD Interlocal Agreement Title: Leadership & Instructional Foundations for Texas (LIFT) Grant

Interlocal Agreement # : I-FY26-62511 Date: 03/13/26

Addresses for Notices/Payments:

To: Education Service Center (ESC) Region 13	To: Contracting Party
Education Service Center (ESC) Region 13 Attn: <u>joe.green@esc13.txed.net</u> 5701 Springdale Rd Austin, TX 78723	Name: <u>Manor ISD</u> Attn: <u>Dr. Robert Sormani</u> Address: <u>10335 HWY 290E MANOR TX 78653</u>
ESC Region 13 Point of Contact: Ronda Johnson Email: <u>ronda.johnson@esc13.txed.net</u> Phone: <u>512-919-5453</u>	Contracting Party Point of Contact: <u>Dr. Robert Sormani</u> Email: <u>robert.sormani@manorisd.net</u> Phone: <u>512-278-4002</u>

- Term:** The Term of this agreement is from 04/01/26 and expires on 08/31/27.
(Note: Consider whether initial term should end at the fiscal year. Subsequent renewals may be for full years after the initial term.)
- Renewal: (Select one)**
☒ This agreement is not subject to renewal.
☐ This agreement may be renewed for up to _____ additional one-year terms upon mutual agreement of both parties at least thirty (30) days prior to the date of termination.
- Services/Deliverables:**
ESC Region 13 Providing Services to Contracting Party: (Scope)
 Contracting Party agrees to engage ESC Region 13 on a non-exclusive basis for the following services/deliverables that Contracting Party will pay for as set out below in Section 4, Payment of Services. You may attach additional sheets as needed.

ESC Region 13 will serve as the LIFT Authorized Provider for Manor ISD, supporting the following areas for 13 campus leaders and 3 district leaders: •Implementation of Bluebonnet Learning K–5 Language Arts and Reading •Implementation of Bluebonnet Learning K–5 Mathematics •Implementation of Bluebonnet Learning Secondary Mathematics Per LIFT Grant program guidelines, school systems are required to use a minimum of 70% of grant funds to contract with a single LIFT Approved Provider to support grant activities and may use up to 30% of grant funds for other allowable expenses. Total LIFT Grant amount: \$1,091,000 ESC Region 13 70%: \$763,700 Manor ISD 30%: \$328,000 ESC Region 13 will provide quarterly invoices. Per the TEA, the milestone date for executed contracts with Approved Providers is April 1, 2026. After completing the LIFT Needs Assessment in April, ESC Region 13 will amend this contract to include the completed Needs Assessment, documenting priority trainings and areas of emphasis for the first year of the LIFT Grant.

Description of Services or Deliverables: (Scope)

Provide the following service and/or deliverables in support of the project: The services to be provided by the Contracting Party may be divided into major phases (deliverables, tasks, items, etc.). Each phase may then be subdivided into important requirements within each phase. Consideration should be given to inclusion of due dates for each. You may attach additional sheets as needed.

ESC Region 13 will serve as the LIFT Authorized Provider for Manor ISD, supporting the following areas for 13 campus leaders and 3 district leaders: •Implementation of Bluebonnet Learning K–5 Language Arts and Reading •Implementation of Bluebonnet Learning K–5 Mathematics •Implementation of Bluebonnet Learning Secondary Mathematics Per LIFT Grant program guidelines, school systems are required to use a minimum of 70% of grant funds to contract with a single LIFT Approved Provider to support grant activities and may use up to 30% of grant funds for other allowable expenses. Total LIFT Grant amount: \$1,091,000 ESC Region 13 70%: \$763,700 Manor ISD 30%: \$328,000 ESC Region 13 will provide quarterly invoices. Per the TEA, the milestone date for executed contracts with Approved Providers is April 1, 2026. After completing the LIFT Needs Assessment in April, ESC Region 13 will amend this contract to include the completed Needs Assessment, documenting priority trainings and areas of emphasis for the first year of the LIFT Grant.

4. Payment of Services:

Payment is as follows:

 X Lump Sum Payment of \$ \$763,700.00 to be paid upon receipt of an itemized invoice.

Reimbursable Expenses/Costs:

 X There are no reimbursable expenses/costs under this agreement. Payment is limited to the above.
 ESC Region 13 agrees to reimburse Contracting Party for the following expenses/costs: *[examples include: mileage, lodging, meals, copies, postage, etc.]* _____

Contracting Party will only be able to submit reimbursement as set out herein and Contracting Party will be limited to the rates set out by the Texas Comptroller's office for travel reimbursement which may be referenced here on the Comptroller's website (<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>). Contracting Party must request approval before incurring fees or the request will be denied.

INTERLOCAL AGREEMENT

BETWEEN EDUCATION SERVICE CENTER REGION 13 AND
Manor ISD



THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the Education Service Center Region 13, ("ESC Region 13") and Manor ISD (hereinafter referred to as "Contracting Party") (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 both Parties ("Effective Date").

RECITALS

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;

WHEREAS, The ESC Region 13 is a "local government" as defined by Texas Government Code § 791.003(4) and Contracting Party is also a "local government" as defined by Texas Government Code § 791.003(4);

WHEREAS, both parties have authority under Texas Government Code Chapter 791 to contract with other local governments for governmental functions as defined by Texas Government Code § 791.003(2);

WHEREAS, the Parties wish to enter into this Agreement for the services as described in the Services Order and Addendum, attached hereto as Preliminary Exhibit, and the Parties agree to follow the agreed upon guidelines to provide the services in this Agreement.

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

AGREEMENT

1. **DESCRIPTION OF SERVICES:** Services/Deliverables are as described in the Preliminary Exhibit.
2. **TERM:** This Agreement shall be effective as set out in the Preliminary Exhibit.
3. **AMENDMENT/RENEWAL:** The Agreement may be renewed as set out in the Preliminary Exhibit.
4. **TERMINATION:** Either party may terminate this agreement for any reason by providing the other party thirty (30) days prior written notice of the cancellation. The party receiving the services/deliverables shall be responsible for all obligations to make payments to the party providing the services/deliverable for all services rendered or deliverables received prior to termination.
5. **AGREEMENT AMOUNT AND COMPENSATION:** For and in consideration of the services to be provided by ESC Region 13 under this Agreement, the receiving party will pay ESC Region 13 in accordance with a fee schedule attached hereto as Preliminary Exhibit.
6. **INVOICES AND PAYMENTS:** The party providing services/deliverables as set out in Preliminary Exhibit will provide a proper invoice to the other party that coincides with contract requirements. For ongoing services, payment may be made monthly upon receipt of a proper invoice. At a minimum, the invoice shall include the list of services/deliverables provided, the dates of services (where applicable), and location(s) where services were provided (where applicable) during the billing period. For each purchase order (when used), the party providing services/deliverables shall submit separate invoices, in duplicate, for each 30-day period, etc. Invoices shall indicate the purchase order(s) number, shall be itemized and transportation charges, if any, shall be listed separately. Mail to the address set out in Preliminary Exhibit. The invoice will NOT include Federal Excise, State or City Sales Tax. The paying party shall furnish tax exemption certificate upon request. The Contracting Party shall submit a final invoice to the ESC Region 13 no later than thirty (30) days after the completion of all services or delivery of goods under this Agreement. The final invoice must include all outstanding charges and supporting documentation as required by the terms of this Agreement. Failure to submit the final invoice within the specified timeframe may result in the forfeiture of payment for any outstanding amounts, unless otherwise agreed upon in writing by both parties.
7. **HEALTH AND SAFETY STANDARDS AND MODIFICATION OF THE AGREEMENT:** Both parties agree to adhere to the minimum health and safety standards as defined by local, state, and federal government. If COVID-19 social distancing, or other restrictions imposed to address health concerns, impacts the ability to deliver a face-to-face professional development/training event, ESC Region 13 reserves the right to modify the event for virtual delivery or to a different time. The cost allocation agreed upon may differ due to the modifications that are made for the alternate delivery method. An Interlocal Amendment shall be used for any modifications to the date, time, and cost allocation of this agreement.

- 8. PUBLIC RECORDS:** It will be the independent responsibility of Receiving Party and Performing Party to comply with Chapter 552, Government Code (Public Information Act), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.
- 9. ALLOCATION OF RISK: THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT ANY LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS. THIS PARAGRAPH SHALL NOT BE INTERPRETED TO CREATE OR GRANT ANY RIGHTS, OR WAIVE ANY IMMUNITY, CONTRACTUAL OR OTHERWISE, IN OR TO ANY PERSONS OR ENTITIES NOT A PARTY TO THIS AGREEMENT.**
- 10. NOTICE:** Any notice to be given under this Agreement is deemed to be given in writing, delivered in person, or properly addressed and mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive the notice. Mailed notice is deemed to have been given two (2) business days after the date the notice was properly addressed and sent. In-person notice is deemed to have been given the date the notice is provided to the proper individual. Each Party may change its address for notice by giving Notice of New Address. Each party will be given fifteen (15) days to provide notice after the changes of address.
- 11. COMPLIANCE WITH LAWS:** Contracting Party and ESC Region 13 shall comply with all federal, state, local statutes, ordinances, rules, regulations, and federal Executive Orders applicable to the performance of this Agreement. Contracting Party is responsible for ensuring its own compliance with any and all legal requirements.
- 12. GOVERNING LAW AND VENUE:** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Both parties agree that venue for any litigation arising from this contract shall lie in Travis County, Texas.
- 13. ASSIGNMENT:** No right or interest in this contract shall be assigned or delegation of any obligation made by Contracting Party or ESC Region 13 without the signed and written permission of the opposing party and the assignee is a "local government" as defined by Texas Government Code § 791.003(4). Any attempted assignment or delegation by District shall be void and ineffective for all purposes unless made in conformity with this paragraph.
- 14. MODIFICATIONS TO AGREEMENT:** Any change, addition or deletion to the terms of this Agreement shall be in writing and executed by both parties.
- 15. NON-APPROPRIATION OF FUNDS:** Where applicable with a multi-year contract, renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. For applicable contracts, both Contracting Party and ESC Region 13 reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. Further, if either party does not approve funds for this Agreement, this Agreement shall automatically terminate on the last day of the fiscal year for which funds have been appropriated at no further cost or obligation of either party.
- 16. PERSONS NOT A PARTY NOT TO BENEFIT:** The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity may be a third person beneficiary of this Agreement or have any right to enforce any obligation created or established under it.
- 17. ENTIRE AGREEMENT:** This Agreement including the Exhibits incorporated as a part of it are the entire agreement relating to the subject matter of it between the Parties and supersedes any other agreement about the subject matter of this transaction, whether oral or written, and except otherwise provided herein, this Agreement may not be modified. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has not made any representations, inducements, promises or agreements, orally or otherwise, unless those representations, inducements, promises or agreements are stated in this Agreement, expressly or by incorporation.
- 18. INDEPENDENT CONTRACTOR:** Both parties agree that their respective employees, agents and licensees have an independent contractor relationship and neither is an agent, servant, joint venture or employee of either party. Each party is responsible for

its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds under this Agreement. Each party is specifically responsible for supervision and inspection to ensure compliance in every respect with the requirements of this Agreement.

- 19. FEDERAL TERMS:** (if applicable). If payment is made by either party using federal funds, the performing party agrees and certifies compliance with all applicable federal terms and conditions, including but not limited compliance with the Education Department General Administrative Regulations (EDGAR) (see 2 CFR Part 200, et seq.). To the extent payment is made to performing party who is receiving federal funds, all federal EDGAR required provisions are incorporated by reference herein and the parties agrees to be bound by them.
- 20. EQUAL TREATMENT OF ALL PERSONS:** Consistent with Article I, Section 3a of the Texas Constitution, the Fourteenth Amendment to the United States Constitution, federal and State law, and Executive Order No. GA-55, Contracting Party represents and warrants that:
1. All conduct under this Agreement shall be administered and performed in a neutral manner without regard to race of persons;
 2. Contracting Party shall not, in the specific performance of this Agreement, elevate one individual person over another, or advantage any one person over another, due to race;
 3. Contracting Party shall not, in the specific performance of this Agreement, employ practices or engage in any advancement of the programs known as diversity, equity and inclusion, critical race theory, affirmative action, or other similar, divisive agendas;
 4. Contracting Party's staff, agents, and subcontractors that are selected and employed in the specific performance of this Agreement shall be selected and employed solely on merit and the ability to perform; and
 5. Contracting Party shall ensure that any subcontractors participating in the specific performance of this Agreement represent and warrant to the provisions of this Clause.
- 21. BIOLOGICAL SEX AND NO PREFERRED PRONOUNS:** Contracting Party represents and warrants that it shall ensure that all actions in specific performance of this Agreement shall comply with federal and state law and reflect that there are only two sexes. Contracting Party's employees, officers, representatives, subcontractors, and agents shall not, in performance of this Agreement, present, direct, request, or suggest the use of preferred personal pronouns in professional correspondence or presentations.

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.

Manor ISD

District or Contracting Party, Name
Robert Sormani
Robert Sormani (Apr 1, 2026 18:23:40 CDT)

Signature Date

EDUCATION SERVICE CENTER REGION 13:
Rich Elsasser
Rich Elsasser (Mar 23, 2026 13:07:10 CDT)

Signature Date

Print Name: Robert Sormani
Title: Superintendent

Print Name: Rich Elsasser
Title: Executive Director, ESC Region 13

Authorized Representative of the Contracting Party shall sign this agreement and return to the ESC Region 13 contact listed below to be countersigned. You will receive one completed copy after the contract is fully executed.

ESC Region 13 Contact: Ronda Johnson
Email: ronda.johnson@esc13.txed.net
Phone #: 512-919-5453

Joe Green
Joe Green (Mar 13, 2026 15:04:11 CDT)

Kerry Gain
Kerry Gain (Mar 14, 2026 15:18:10 MDT)

Matthew Bentz
Matthew Bentz (Apr 1, 2026 16:28:37 CDT)

Manor Contract I-FY26-62511

Final Audit Report

2026-04-01

Created:	2026-03-13
By:	Ronda Johnson (ronda.johnson@esc13.txed.net)
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"Manor Contract I-FY26-62511" History

-  Document created by Ronda Johnson (ronda.johnson@esc13.txed.net)
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-  Document e-signed by Kerry Gain (kerry.gain@esc13.txed.net)
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-  Document emailed to Rich Elsasser (rich.elsasser@esc13.txed.net) for signature
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-  Document e-signed by Rich Elsasser (rich.elsasser@esc13.txed.net)
Signature Date: 2026-03-23 - 6:07:10 PM GMT - Time Source: server



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Agreement completed.

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