



**Inter-Local Agreement
Between Education Service Center Region 13 and
Education Service Center, Region 20
Concerning Mathematics Achievement Academies, Grades K-3
Supplies and Materials Reimbursement**

This Inter-Local Agreement dated June 1, 2016, is made By and Between Education Service Center Region 13 located at 5701 Springdale Road, Austin, Texas 78723, hereafter referred to as "ESC13," and Education Service Center, Region 20 at 1314 Hines Ave, San Antonio, Texas 78208, hereafter referred to as "ESC20."

I. PURPOSE

The purpose of this agreement is to reimburse the cost of supplies and materials used in the Mathematics Achievement Academies delivered by ESC20 between June 1, 2016 – August 31, 2016. ESC13 is obligated to make these payments as part of the Texas Education Agency (TEA) contract for the Administration of Grades K-3 Mathematics Academies. ESC13 was instructed by TEA to distribute payments under this contract to the Regional Education Service Centers at which the educators received professional development.

II. STATEMENT OF SERVICES

ESC20 shall:

1. Purchase supplies and materials needed for the delivery of the following math statewide professional development opportunities:
 - *Mathematics Achievement Academy, Grade 2*
 - *Mathematics Achievement Academy, Grade 3*

Attached to this agreement is a list of approved supplies, materials, and print information.

2. Maintain accurate financial records of the purchase of supplies and materials
3. Submit a single invoice and back-up documentation to ESC13 for reimbursement of the cost of supplies and materials and a statement certifying that costs were related to the Mathematics Achievement Academies no later than September 15, 2016

III. CONTRACT AMOUNT

ESC13 shall provide funding on a cost reimbursement basis to ESC20 for the cost of supplies and materials the ESC20 has incurred in providing the Mathematics

Achievement Academies. All payments made pursuant to this agreement from ESC13 to ESC20 are for the payment of supplies and materials.

- Fiscal Year 2016 Allocation through August 31, 2016 – up to \$76,000

IV. PAYMENT

ESC13 agrees to reimburse ESC20 for the purchase of supplies and materials, not to exceed the balance of the full contract amount of \$76,000.

ESC20 will submit an itemized invoice to ESC13 on a cost reimbursement basis. The invoice must include the following information:

- Name and date of each training session
- Number of stipend-eligible participants per training session
- Total reimbursement amount requested for supplies and materials

ESC20 will attach to the invoice back-up documentation and a statement certifying that costs were related to the Mathematics Achievement Academies.

Under no circumstance will ESC20 exceed the allotted amount. ESC13 agrees to remit full amount of correct invoice within 30 days of receipt.

V. TERMS AND CONDITIONS

In consideration of the mutual promises hereinafter set forth, ESC13 and ESC20 agree as follows:

- A. Services.** ESC13 hereby engages the ESC20 to perform responsibilities and tasks as described in the Statement of Services.
- B. Compliance with Laws.** Both Parties shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances, and the requirements of the grant.
- C. Term of Agreement.** Regardless of when this contract is signed by the parties, this contract will begin **June 1, 2016** and will end **August 31, 2016**, unless extended in accordance with TEA project requirements. This contract may be amended only by formal written amendment properly executed by both ESC13 and ESC20. No other agreement, written or oral, purporting to alter or amend this contract shall be valid.
- D. Contingency.** This contract is executed by ESC13 subject to the availability of appropriated funds for the defined purposes herein stated. Notwithstanding any other provision in this contract or any other document, this contract is void upon sufficient appropriated funds becoming unavailable.
- E. Termination.** This contract may be terminated by either party at any time for good reason upon fifteen calendar days written notice to the other party. Expenditures for which ESC20 may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice of termination from the ESC13. Costs incurred by ESC20

pursuant to this contract prior to termination shall be approved by ESC13 and paid to ESC20 as soon as reasonably possible.

F. Use of Funds. By signing this contract, ESC20 agrees that no funds provided by ESC13 pursuant to this contract shall be used by ESC20 for any political activity or PAC contribution and that ESC20 is prohibited from using such funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.

PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Education Service Center, Region 13

Marilyn Peebles
Strategic Initiatives, Special Projects
Phone: 512.919.5392
FAX: 512.919.5471
E-Mail:
marilyn.peebles@esc13.txed.net

Education Service Center, Region 20

Ranae Shaeffer
Math Achievement Academy Coordinator
Phone *210-370-5280*
FAX:
E-Mail: *ranae.shaeffer@esc20.net*

VI. AUTHORIZATION. Both the ESC13 and ESC20 agree to this contract.



Dr. Rich Elsasser, Executive Director
Education Service Center, Region 13

5/25/16
Date



Dr. Jeff Goldhorn,
Executive Director or Designee
Education Service Center, Region 20

5/9/16
Date