



MEMORANDUM OF UNDERSTANDING

Reading Academies Local Implementation

RECITALS

THIS AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and between the _____ MANSFIELD ISD, (hereinafter referred to as “The District” and Education Service Center Region 11, (hereinafter referred to as “ESC Region 11”),

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

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving 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 Education Service Center regarding their provision of 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 three options relating to ensuring their teachers obtain Reading Academies training:

1. **Use an Authorized Provider** for Comprehensive training for teachers.
 - District pays per participant (\$3,000 for Comprehensive).
2. **Apply to be an approved Authorized Provider** and provide the training to participants.
 - As an Authorized Provider, the district would assume all costs for the training.
3. **Sign an MOU with an Authorized Provider, then employ staff to act as Cohort Leaders and provide Comprehensive training locally to teachers.**
 - District pays a flat fee to the Authorized Provider (\$12,000 per Cohort Leader for Comprehensive).

WHEREAS, ESC Region 11, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering into this MOU with school districts that opt to provide Reading Academy training for their teachers and principals through Options 1 and 3 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 ESC Region 11:

The District opts for ESC Region 11 to provide Reading Academies training to the District as follows:

Use ESC Region 11 as an Authorized Provider, and District will employ staff to act as Cohort Leaders and provide Comprehensive training locally to participants.

II. Responsibilities of the Parties.

a. For ESC Region 11:

- 1) Ensure all Cohort Leaders meet qualifications as determined by TEA.
- 2) Conduct program evaluation as determined by TEA.
- 3) Monitor and support district in ensuring the quality of Reading Academy implementation.
- 4) Provide logistical support and regional technical assistance.

b. For the District:

- 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 attend Cohort Leader meetings provided by ESC Region 11.
- 5) Submit requested documentation as part of the program evaluation process, including a provided participant progress tracker to be completed monthly on provided deadlines.
- 6) Ensure all Cohort Leaders abide by the established participant limitations for each cohort:
 - i. The leader of a Comprehensive Cohort may manage a cohort of up to 60 participants - Comprehensive Cohort Leaders may only lead one cohort at a time and may not be assigned other job duties within the district.
- 7) Acknowledge that if the district launches a cohort at less than 50% capacity, it may result in higher per-participant fees accrued by the district.
- 8) Acknowledge that the District will be held responsible for all Reading Academies Metrics as assigned by TEA.

- 9) Acknowledge that the District will be responsible for all printing costs associated with Reading Academies materials.
- 10) Assign one or more individuals to support the coordination and implementation of Reading Academies.
- 11) Adopt the Reading Academies Pacing Guide provided by ESC Region 11 or submit a district pacing guide for approval.
- 12) Communicate Reading Academies expectations to participants.
- 13) Ensure participants are willing and able to complete the entirety of the Reading Academies content within the course time period, unless one of the following exceptions arises: Resignation, Retirement, Termination, Reassignment outside of K-3, FMLA, personal COVID diagnosis, or another extreme circumstance deemed appropriate by TEA and/or ESC Region 11.

III. Term of Agreement

This Agreement shall be effective on 06/01/25, and terminate, except as provided herein, on 5/31/26, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by ESC Region 11 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 the Agreement is terminated within 30 days of the initial signing date.

IV. Fees

Pay a flat fee to ESC Region 11 as an Authorized Provider (\$12,000 per Comprehensive Cohort Leader).

The District requests 1 Comprehensive Cohorts led by 1 Comprehensive Cohort Leaders for a fee of \$12,000.00.

The total fee of the district is \$12,000.00.

V. Invoicing Schedule

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 – August 31.

1. \$3,000.00 will be invoiced in June 2025, covering the month of June - August 2025.
2. \$9,000.00 will be invoiced after September 1, 2025, covering the months of September 2025 – May 2026.

VI. 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 Tarrant County, Texas.
6. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of ESC Region 11, of the staff and employees of ESC Region 11, or of the District.
7. **Dispute Resolution.** The Executive Director of ESC Region 11 or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.
8. **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.

Note: House Bill 462 (HB462, 83rd 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.

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 ESC REGION 11

By: _____
Superintendent Signature

By: _____
Authorized Signature

Title

Title

Date
laurenbenner@misdmail.org
District Contact Person

Date
Shelly Shaw
ESC Region 11 Contact Person

Elementary ELAR Coordinator

Title of Contact

605 E. Broad Street

Street Address

Mansfield, TX 76063

City, State, and Zip

817.299.4399

Contact's Telephone Number

Coordinator IS, Reading Academies 11

Title of Contact

1451 S. Cherry Lane

Street Address

White Settlement, TX 76108

City, State, and Zip

817.740.7560

Contact's Telephone Number