

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the Ector County Independent School District (hereinafter referred to as the "District") and the University of Texas System Administration (hereinafter referred to as "UTS").

Statement of Services to Be Provided:

The purpose of the MOU is to establish the terms and conditions of the services to be provided to the District by UTS and the responsibilities of the District. A description of the services to be provided and the responsibilities of the parties is contained on Exhibit A, attached hereto and incorporated herein by reference for all purposes.

Term of MOU:

The MOU is effective June 16, 2009, and shall terminate on December 7, 2009.

Allowable Costs and Payment:

The costs payable by the District to UTS for services provided under this MOU are set out on Exhibit A. In no event shall the amount payable by the District to UTS for the services under this MOU exceed the total sum of \$183,000.00.

UTS will submit invoices to the District monthly. Invoices will be prepared on entity letterhead, will certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in this MOU, will set the period for which reimbursement is being requested, will itemize the costs by major budget category per the budget summary, will show current costs and cumulative cost to-date, and will be signed by UTS authorized representative. Relevant receipts will be attached to each invoice.

UTS and the District shall abide by the rules of OMB A-21, which can be found at http://www.whitehouse.gov/omb/circulars/a021/a21_2004.html.

All invoices should be mailed to:

Ector County Independent School District
Reading Coordinator
Attn: Frances "Fannie" Wright
P.O. Box 3912
Odessa, Texas 79760-3912
Phone: (432) 332-9151, Ext. 7267
Facsimile: (432) 334-7139

Upon receipt of each invoice, the District shall make payment thereof, except as provided herein. Final invoice shall be submitted within thirty (30) days after the end of the period of performance and shall be marked "Final."

Audit of Records:

The District agrees to comply with the requirements of OMB Circular A-133, which can be found at <http://www.whitehouse.gov/omb/circulars/a133/a133.pdf>. Notwithstanding any other conditions of this MOU, the District's books and records, which pertain to this MOU, will be made available upon

request at the District's regular place of business for audit by personnel authorized by UTS or by the Texas State Auditor. Additionally, the books and records will be retained for a period of three (3) years following final payment.

Requirements:

The District and UTS shall be responsible for compliance with all requirements and obligations relating to such services under local, state, or federal law.

Copyright:

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Intellectual Property:

All training materials subject to this agreement contain the intellectual property of the UTS and TEA as per MOU attached (Exhibit B) dated 8/30/06 and are subject to the copyright notice above.

Sovereign Immunity:

Nothing in this MOU shall be deemed to waive the sovereign immunity of UTS, the State of Texas or the District or the staff and employees of UTS or the District.

Applicable Law:

This MOU shall be governed by the laws of the State of Texas.

Dispute Resolution:

The Executive Vice Chancellor for Business Affairs of UTS or his/her designee and the authorized agent of the District shall resolve disputes that develop under this MOU.

Amendments:

Any changes to this MOU shall be by written amendment signed by both parties to this MOU.

Termination:

Either party may terminate this MOU without cause or penalty by giving the other party a written notice of such termination at least thirty (30) calendar days prior to termination.

Ector County Independent School District

By: _____
Hector Mendez, Superintendent

Date: _____

Carol Gregg, ECISD Board President

Date: _____

The University of Texas System Administration

By: _____

Scott C. Kelley, Ed.D.
Executive Vice Chancellor for Business Affairs

Date: _____

EXHIBIT A

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UTS Will:

1. Provide up to 30 trainers for professional development for all designated PK, K-3 teachers, Instructional Campus Coaches, Reading Interventionists, and Special Education Elementary Teachers with the following topics at Permian High School on August 4 - 7, 2009:

- a. August 4, 2009: *Phonemic Awareness, 3-Tier Reading Model, Components of the TPRI/Tejas LEE State Assessment and use of TPRI/Tejas LEE Grouping Mats.*

Participants include all PK Regular and PK Special Education Teachers, New to Grade Level Teachers for K-2, all 3rd Grade Teachers, 24 Designated Elementary Special Education Teachers, five (5) Reading Interventionists, and 25 Instruction Campus Coaches.

- b. August 5, 2009: *Ready, Set Teach and 21 Days to Small Group Instruction.*

Participants include all PK Regular and PK Special Education Teachers, New to Grade Level Teachers for K-2, all 3rd Grade Teachers, 24 Designated Elementary Special Education Teachers, five (5) Reading Interventionists, and 25 Instruction Campus Coaches.

Instruction Campus Coaches will be grouped separately the morning of August 5th to be trained for facilitation of future on-campus/district training of the Reading Institute.

- c. August 6, 2009: *Vocabulary, Fluency and Features of Effective Instruction.*

Participants include all PK Regular and PK Special Education Teachers, all K-3 Teachers, 24 Designated Elementary Special Education Teachers, five (5) Reading Interventionists, and 25 Instruction Campus Coaches.

- d. August 7, 2009: *Phonological Awareness, Listening Comprehension, Comprehension Module 1 and Comprehension Module 2.*

Participants include all PK Regular and PK Special Education Teachers, all K-3 Teachers, 24 Designated Elementary Special Education Teachers, five (5) Reading Interventionists, and 25 Instruction Campus Coaches.

2. Arrange and provide invoices for all personnel costs, travel, food, and lodging for trainers of the ECISD 2009 Summer Reading Institute, not to exceed \$138,000.00.

EXHIBIT A

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3. Submit invoices with all receipts to ECISD designee within thirty (30) days after end of performance.
4. Facilitate in planning, organizing, providing, and assembling appropriate training materials for the ECISD 2009 Summer Reading Institute, not to exceed \$45,000.00.

District Will:

1. Provide technology with contact person, appropriate number/size of table, and white board for each trainer in classrooms of the ECISD 2009 Reading Institute.
2. Provide and register trainees, to include all PK Regular and PK Special Education Teachers, all K-3 Teachers, 24 Designated Elementary Special Education Teachers, five (5) Reading Interventionists, and 25 Instruction Campus Coaches.
3. Provide classrooms, meeting rooms and storage for the ECISD 2009 Summer Reading Institute at Permian High School on August 4 - 7, 2009.
4. Pay all invoices within 30 days of receipt.

Budget Summary:

1. Personnel/Travel costs not to exceed \$138,000.
2. Print materials costs not to exceed \$45,000.

EXHIBIT B_Attached