



MEMORANDUM OF UNDERSTANDING

Reading Academies Local Implementation

RECITALS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and between the _____, (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 and/or Blended training for teachers and principals.
 - District pays per participant (\$3,000 for Comprehensive; \$400 for Blended).
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 either the Blended or Comprehensive training locally to teachers and principals.**

- District pays a flat fee to the Authorized Provider (\$10,000 per Cohort Leader for Blended; \$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 either the Blended or 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 Blended Cohort may manage a cohort of up to 100 participants - Blended Cohort Leaders may lead up to 3 cohorts at a time. Each Blended Cohort should constitute 33% of the Cohort Leaders job role. A Cohort Leader can only be assigned a maximum of three cohorts, which will constitute a full time role, and may not be assigned other job duties within the district.

- ii. 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 as part of the TEA moderated grading process, each Cohort Leader will be assigned two statewide cohorts for each Local Implementation cohort, which Cohort Leaders will be expected to grade artifacts for.
- 9) Acknowledge that the District will be held responsible for all Reading Academies Metrics as assigned by TEA.
- 10) Acknowledge that the District will be responsible for all printing costs associated with Reading Academies materials.
- 11) Assign one or more individuals to support the coordination and implementation of Reading Academies.
- 12) District contact will participate in quarterly meetings to discuss participant progress (Month 3, 6, 9, 12 of implementation).
- 13) Adopt the Reading Academies Pacing Guide provided by ESC Region 11, or submit a district pacing guide for approval.
- 14) Communicate Reading Academies expectations to participants and collect signed "Participant Statement of Understanding" for all participants enrolled in the course. The statement of understanding will be provided by ESC Region 11.
- 15) 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 _____, and terminate, except as provided herein, on _____, 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 Agreement is terminated within 30 days of initial signing date.

IV. FEES

Pay a flat fee to ESC Region 11 as an Authorized Provider (\$10,000 per Blended Cohort Leader; \$12,000 per Comprehensive Cohort Leader).

The District requests _____ Blended Cohorts
led by _____ Blended Cohort Leaders, for a total fee of _____.

The District requests _____ Comprehensive Cohorts led by _____
Comprehensive Cohort Leaders for a fee of _____.

The total fee of the district is _____.

V. 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.

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

Date

District Contact Person

ESC Region 11 Contact Person

Title of Contact

Street Address

City, State **Zip**

Contact's Telephone Number

Title of Contact

Street Address

City, State **Zip**

Contact's Telephone Number