

INTERLOCAL AGREEMENT

TEA HB 3 Reading Academies

Blended Cohort(s)

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and between the Ector County ISD, (hereinafter referred to as “The District” and Education Service Center Region 18, (hereinafter referred to as “Region 18 ESC”),

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

WHEREAS, a goal of House Bill 3 (“HB 3”), an initiative which was passed in the 86th Legislative Session, was to increase teacher knowledge and implementation of evidenced based practices to positively impact student literacy achievement; and

WHEREAS, per HB 3 all Kindergarten through Third Grade teachers and principals must attend a HB 3 literacy achievement academy by the 2022-2023 school year; and

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving HB 3 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 Authorized Providers and Education Service Centers regarding their provision of HB 3 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 HB 3 Reading Academies training:

1. Serve as an approved Authorized Provider

District must have submitted an application and gained TEA approval. District, as an Authorized Provider, accepts full responsibility for administration and costs of HB 3 Reading Academies including providing staff, travel, operating expenses, and technology support.

2. Implement HB 3 Reading Academies Locally

District enters into an agreement with an Authorized Provider, and 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).

3. Utilize an Authorized Provider for Blended training for teachers and principals.

District enters into a financial agreement with an Authorized Provider and pays \$400 per participant for Blended Model. Authorized Provider provides all services necessary.

WHEREAS, Region 18 ESC, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering into this agreement with school districts that opt to provide Reading Academy training for their teachers and principals through Options 2 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 Region 18 ESC:

The District opts to utilize Region 18 ESC as an Authorized Provider to provide the HB 3 Reading Academy training via the **Blended Model** to teachers and principals.

II. Responsibilities of the Parties.

a. For Region 18 ESC:

- 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 abide by the established participant limitations for each cohort:
 - i. The leader of a Blended Cohort may manage a cohort of no more than 100 participants. Blended Cohort Leaders may lead up to 3 cohorts at a time.
- 5) Support online training as determined by the TEA Blended Model.
- 6) Review submitted assignments and provide individual scoring and feedback.
- 7) Coordinate any additional logistics with the district.
- 8) Communicate monthly progress towards participant course completion.
- 9) Provide registration assistance, logistical support and technical assistance to Cohort Leaders and the District.

b. For the District:

- 1) Assign one or more individuals to support the coordination and implementation of Reading Academies.
- 2) Identify participants, including pathways and cohort start dates for HB 3 Reading Academies.
- 3) Support district participants in creation of TEALearn Account.
- 4) Structure the district professional development calendar to support the implementation of Reading Academies.
- 5) 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 18.
- 6) Provide necessary resources or technology for participants to participate in digital learning mandated by TEA.
- 5) Submit requested documentation as part of the program evaluation process or information requests from TEA.
- 6) Support Region 18 ESC in tracking and supporting teacher completion of Reading Academy requirements.
- 7) 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 18.

III. TERM OF AGREEMENT

This Agreement shall be effective from August 2021, and terminate, except as provided herein, in July 2022 unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by Region 18 ESC 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

District pays a \$400 fee per participant, not to exceed a total of \$ 190,000.00.

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.

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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 Midland County, Texas.

6. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of Region 18 ESC, of the staff and employees of Region 18 ESC, or of the District.

7. **Dispute Resolution.** The Executive Director of Region 18 ESC or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.

8. **Severability.** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Chapter 552 of the Texas Government Code as amended (the “Texas Public Information Act”) the same shall be of no force and effect. Each party agrees that it will notify the other party of any public information request which seeks disclosure of confidential information and will assert a lawful objection or privilege to keep such information confidential.

10. **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.

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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 REGION 18 ESC

By: _____ By: _____

Superintendent Signature

Authorized Signature

Printed Name

Printed Name and Title

Date

Date

District Contact Person

Region 18 ESC Contact Person

Title of Contact

Title of Contact

Street Address

Street Address

City, State Zip

City, State Zip

Contact's Telephone Number

Contact's Telephone Number

