

**Memorandum of Understanding
Between
Region 18 Education Service Center and
The University of Texas of the Permian Basin**

This is a Memorandum of Understanding (MOU) between the Region 18 Education Service Center (ESC 18) and The University of Texas of the Permian Basin (UTPB).

ESC 18 and UTPB agree to enter into a partnership to provide services to migrant students through scientifically-based instruction, technology integration, and parent involvement for the Project Smart 2014 Math Matters program.

To create an efficient and effective partnership, UTPB agrees to the following terms during the term period of the MOU:

- **Coordinate with ESC 18 in the planning and managing of the program**
- **Provide adequate space to run the program**
- **Aides will perform planned activities with the migrant students in the program**
- **Provide promotional materials for migrant student participating in the program**
- **Provide a \$500 Spur Scholarship to any or/all migrant students who complete the program**

In return for UTPBs participation in the project, the ESC agrees to provide the following:

- **Facilitate daily routines, lessons, and activities with the Project Smart 2014 Math Matters Summer Program**
- **Provide curriculum needed for teachers to deliver instruction of the program**
- **Provide materials needed for teachers to deliver instruction of the program**
- **Coordinate with Shared Service Arrangement (SSA) districts, within Region 18, regarding the transportation of migrant students to the site of service**
- **Coordinate with Shared Service Arrangement (SSA) districts, within Region 18, to provide meals (breakfast and lunch) to migrant students during program**

The terms of this MOU will not supplant any other TEA grant or service.

Term of MOU

This MOU begins March 1, 2014 and shall terminate on June 30, 2014 and shall not exceed the amount of \$8,500.00.

Requirements

- UTPB shall be responsible for housing the Project Smart 2014 Math Matters Summer Program.
- UTPB shall be responsible for compliance with all requirements and obligations relating to such services under local, state or federal law.
- UTPB shall also be responsible for all licensing requirements of any local, state or federal jurisdiction to which the performance of its services may be subject.

EXECUTIVE DIRECTOR

John R. Thomas

P.O. Box 60580
Midland, Texas 79711-0580

2811 LaForce Blvd.
Midland International Airport

(432) 563-2380
(432) 567-3290 FAX

Sovereign Immunity

Nothing in this MOU shall be deemed to waive the sovereign immunity of the State of Texas, of the staff and employees of Region 18 Education Service Center.

Applicable Law

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

Dispute Resolution

The Executive Director of Region 18 ESC or his designee and the President or his designee of The University of Texas of the Permian Basin shall resolve disputes that develop under this MOU.

Amendments


Any change to this MOU shall be preceded by a written amendment signed by both parties of this MOU. An amendment is required:

- Whenever the term of this MOU is extended or reduced without terminating the MOU;
- Or, for any changes in terms and conditions of the MOU.

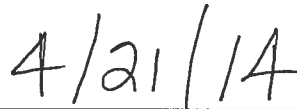
Termination

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. If not terminated by the above method, this MOU shall be terminated upon the expiration date currently specified. Should this agreement be terminated by either party as provided, UTPB shall be paid for services provided or the ESC 18 shall be reimbursed for costs incurred for which services were not provided.

Authorization



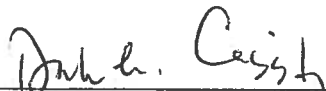
Authorized ESC 18 Signature
Region 18 Education Service Center County-District No. 165-950



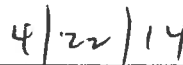
Date

ESC 18 Business Manager Signature

Date



Authorized UTPB Signature
The University of Texas of the Permian Basin Authorized Official



Date