

TEACHER INCENTIVE FUND (TIF) GRANT
Memorandum of Understanding
between
Region 18 Education Service Center
and
ECTOR COUNTY I.S.D.

This is a memorandum of understanding (MOU) between the Region 18 Education Service Center (Region 18 ESC) and **Ector County I.S.D.** (hereafter referred to as school/district). The following Ector County I.S.D. schools are participating in the Texas TIF/TAP grant program:

- Hood Junior High

Statement of Services to be Performed

The purpose of the MOU is to develop and implement goals for the "Texas TAP System", a project that is funded through a federal Teacher Incentive Fund (TIF) grant (DOE S374A070076) and matching system, district and local funds. The primary purpose of this project is to improve student achievement in high need schools through a comprehensive strategy aimed at rewarding teachers and principals for effectiveness with performance-based differentiated compensation, recruiting and retaining high quality teachers and principals in high need schools defined by low student achievement and high concentrations of minority and economically disadvantaged students. Region 18 ESC serves as the fiscal agent for this grant program.

The Texas TAP System will work with the district to accomplish the following objectives in Year 1 of the program:

- Conduct a planning year for TIF program implementation; and
- Provide substantial financial recruitment incentives for teachers and principals (ranging from \$2,000-\$4,000) who have proven success in increasing student achievement, distributed based on hard-to-staff subject areas such as mathematics and science (for teachers) and hard-to-staff campuses (for principals). The specific criteria for administration of these incentives will be provided to the district by the Texas TAP System.

As part of the TIF project, campuses will plan and implement the four components of the TAP System to improve student achievement and educator quality.

The school/district agrees to the following terms during Year 1 of the project:

1. Send a team including, but not limited to, the principal and at least four classroom teachers from each TIF campus to visit at least one TAP school during Fall 2010;
2. Attend all required TAP training throughout the duration of the grant period (See Attachment B for 2010-11 travel requirements);
3. Send all TAP Leadership team members to the TAP Summer Institute in Summer 2011.
4. Provide all necessary TIF/TAP expenditure documentation to Region 18 ESC on a monthly basis (See Attachment A for Year One Budget and Attachment C for expenditure requirements);
5. Develop a sustainability plan for the TIF program beyond the life of the grant period. Districts will submit that plan and the budget plan for the grant period to the TIF Project Director on an annual basis;
6. Send a team from each TIF campus (including, but not limited to, the principal, and two teachers) to the National TAP Conference on an annual basis;
7. Commit to hiring effective teachers and administrators as part of the TAP Leadership team;
8. Abide by the parameters determined by the TIF Advisory Board and TIF Project Director regarding distribution and allocation of recruitment incentives;

9. Appoint a person in a leadership position who will serve as the primary liaison to the Texas TAP System for TIF grant responsibilities; _____ Name; _____ Phone #
10. Send the school/district TIF liaison, or his or her designee, to TIF grant meetings as designated by the Texas TAP System Executive Director;
11. Complete reports, evaluations and surveys as requested by the Texas TAP System Executive Director;
12. Immediately report to the Texas TAP System Executive Director any misdeed, deficiency, or inability to fulfill any district/school responsibilities; and
13. Disseminate reports on accomplished work to state groups, districts and other interested parties as requested by the Texas TAP System Executive Director.

In return for the school/district participation in the project, the Texas TAP System agrees to the following:

1. Provide direction and oversight of the TIF project;
2. Serve as a resource to TIF campuses implementing the TAP/ TIF project;
3. Review the TAP implementation plans and provide guidance to schools during the grant period;
4. Assist in developing a district budget plan for the duration of the grant period;
5. Assist in developing a district sustainability plan for the TIF program beyond the life of the grant period;
6. Meet regularly with the TIF Advisory Board;
7. Provide guidance to TIF campuses on recruitment incentive pool;
8. Data collection and program monitoring;
9. Manage any necessary data systems related to TIF;
10. Assign specific staff to serve as liaisons to partnering schools/districts. Each district is assigned a Regional Coordinator and each campus is assigned an Executive Master teacher to provide guidance in the TIF/TAP process;
11. Assist districts in the hiring process for master/mentor teacher positions;
12. Promote and participate in the specific activities listed in the TIF grant;
13. Complete reports, evaluations and surveys as requested by the United States Department of Education;
14. Work in collaboration with partner schools/districts and contracted parties on all activities;
15. Provide an annual program review of implementation fidelity;
16. Administer surveys and provide results to district; and
17. Disseminate reports on accomplished work to state groups, districts and other interested parties

Term of MOU

This MOU begins September 1, 2010 and shall terminate on August 31, 2011. Expenditures incurred prior to the beginning date or subsequent to the termination date for a particular grant year are unallowable.

Allowable Costs and Payment

For the purpose of determining the amount payable to the school/district under this MOU, the allowability of costs shall be determined in accordance with the terms of this MOU.

The school/district shall bill and submit invoices to the Region 18 ESC (See Attachment A for Year One Budget and Attachment C for expenditure requirements). The invoice should be prepared on district invoice, should include Region 18 ESC purchase order number, should certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the application and award documents, should state the period for which reimbursement is being requested, should itemize the costs by major budget category per the budget summary should show current costs and cumulative cost to date and should be signed by school/district's authorized representative.

The school/district shall abide by the rules of the OMB, which can be found at:

OMB A-21 http://www.whitehouse.gov/omb/circulars/a021/a21_2004.html

OMB A-110
OMB A-133

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>
<http://www.whitehouse.gov/omb/circulars/a133/a133.pdf>

All invoices *should* be mailed to:

Texas TAP System
ATTN: Tammy Kreuz, Project Director
Address: _____
Phone: _____; Fax _____

Promptly after receipt of each invoice, Region 18 ESC shall make payment thereof except as provided herein. Final invoice shall be submitted within fifteen (15) days after the end of the period of performance and shall be marked "Final".

Funding and Limitation of Costs

Region 18 ESC shall reimburse the school/district for those allowable costs presently allotted and detailed in Attachment A. For the period of performance of this cost-reimbursable MOU, Region 18 ESC shall reimburse the school/district for costs incurred and non-cancellable expenses up to but not to exceed the amount provided in Attachment A per TIF campus during this project period. TIF budget allocations per campus will be provided to the district by the Texas TAP System on an annual basis as an addendum to this MOU.

Audit of Records

School/district agrees to comply with the requirements of OMB Circulars A-110, A-21, and A-133. Notwithstanding any other conditions of this MOU, school/district's books and records which pertain to this MOU will be made available upon request at the school/district's regular place of business for audit by personnel authorized by Region 18 ESC or by the Texas State Auditor. Additionally, the books and records will be retained for a period of seven (7) years following final payment.

Inspection

Region 18 ESC and/or any of its duly authorized representatives, shall have access, at the school/district's regular place of business during regular office hours, to any books, documents, papers and records of the school/district which are directly pertinent to this MOU, for the purpose of making audits, examinations, excerpts and transcriptions, and shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed by the school/district. Additionally, the books and records must be retained for a period of five (5) years following final payment.

Reports

The school/district shall submit an annual progress report to the Texas TAP System under this MOU due September 15 of that grant year (activities through August 31). See Attachment D for a progress report template and instructions. In addition, expenditure reports should be submitted **monthly** by the districts to Region 18 ESC.

Requirements

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

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/her designee and the authorized agent of the Ector County I.S.D. 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:

- 1. Whenever the term of this MOU is extended or reduced without terminating the MOU.
- 2. Or, for any change 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.

FOR AND ON BEHALF OF THE ECTOR COUNTY I.S.D.

Hector Mendez, Superintendent

Date

FOR AND ON BEHALF OF THE REGION 18 ESC

John Thomas, Executive Director

Date