

**Project Smart 'Math Matters' Summer 2013 Program
Memorandum of Understanding between
Region 18 Education Service Center and Ector County ISD**

This is a memorandum of understanding (MOU) between the Region 18 Education Service Center (ESC) and Ector County ISD (ECISD).

ECISD and the ESC agree to enter into a partnership to provide services as indicated on the NCLB Federal Grant Application to support the Migrant program.

To create an efficient and effective partnership, ECISD agrees to the following terms during the term period of the MOU. In return for ECISDs participation in the project, the ESC agrees to provide the following:

Region 18 ESC will:

- Enter into a partnership with The University of Texas of the Permian Basin (UTPB), to provide services to migrant students through scientifically-based instruction, technology integration, and parent involvement for the Project Smart 2013 Math Matters program. Under this partnership, UTPB agrees to the following terms during the term period of the MOU:
 - a. **Coordinate with ESC 18 in the planning and managing of the program.**
 - b. **Provide adequate space to run the program.**
 - c. **Aides will perform planned activities with the migrant students in the program**
 - d. **Provide promotional materials for migrant student participating in the program.**
 - e. **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:
 - a. **Facilitate daily routines, lessons, and activities with the Project Smart 2013 Math Matters Summer Program from June 10 – June 28, 2013 (8:30 am – 4: 00 pm) Monday - Friday.**
 - b. **Provide curriculum needed for teachers to deliver instruction of the program.**
 - c. **Provide materials needed for teachers to deliver instruction of the program.**
 - d. **Coordinate with Ector County ISD (ECISD) regarding the transportation of migrant students to the site of service.**
 - e. **Coordinate with ECISD to provide meals (breakfast and lunch) to migrant students during program.**
- In addition, ESC 18 will:
 - a. **Contract four teachers and one aide to deliver instruction of the project smart curriculum.**
 - b. **Contract with ECISD transportation department (for the busing of migrant students).**
 - c. **ESC 18 migrant staff will be onsite (UTPB) overseeing the program performance.**

ECISD will:

- Coordinate with ESC 18 regarding the transportation of migrant students to and from UTPB.
- Coordinate with ESC 18 to provide meals (breakfast and lunch) at UTPB to migrant students during the program.
- Coordinate with ESC 18 in identifying migrant students who are eligible to participate in Project Smart; due to remediation attendance with the school district.

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

Term of MOU

This MOU begins April 1, 2013 and shall terminate on June 30, 2013 and shall not exceed the amount of \$28,000.00.

Requirements

- ECISD will release funds in the amount of \$28,000 to ESC 18 for the implementation of Project Smart.

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 Ector County ISD 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, ESC 18 shall be paid for services provided or the school/district shall be reimbursed for costs incurred for which services were not provided.

AUTHORIZATION

Authorized District Signature
ECISD Authorized Official

Date

Business Manager Signature
ECISD County-District No.

Date

Purchase Order # _____

Authorized ESC Signature

Date