

This Memorandum of Understanding is entered into this the 19th day of November, 2008 by and between Ector County I.S.D. and UT System Administration.

Recitals:

Whereas, the parties hereto entered into a Memorandum of Understanding dated August 6, 2008 whereby UT System Administration was to provide a Reading Institute with follow up training services; and

Whereas Ector County I.S.D. desires for UT System Administration to provide services in addition to thus provided under the first Memorandum of Understanding between the parties; and

Whereas, UT System Administration desires to provide the additional services being requested by Ector County I.S.D.

Therefore, the parties hereto agree as follows:

Statement of Services to be Performed:

The purpose of the MOU is to develop and implement goals for **additional services** added to the University of Texas, Permian Basin (UTPB)/Ector County Independent School District Reading Institute, a project that is funded following in Year 1 of the program (2008-09 school year):

A. The district will:

1. Determine the materials to be used in the district Reading Plan;
2. Provide venue for Observation Coaching Cycle training January 6-9, 2009.
3. Provide presentation technology for training the 24 Elementary Campus Instructional Campus Coaches and/or 25 Elementary Campus Principals.
4. Provide onsite technology support for the January 6-9, 2009 training of 24 Elementary Instructional Campus Coaches (ICCs) and/or 25 Elementary Campus Principals.
5. Provide chart paper, staplers, tape dispensers, highlighters and vis-a-vis markers for one day training of 24 ICCs and/or 25 Principals.
6. Pay for printing and delivery of handouts/materials not to exceed 500.00.

7. Provide 24 Instructional Campus Coaches to actively participate and/or observe training of the Observation Coaching Cycle with 12 Elementary Campuses.
8. Provide 2 or more ECISD Administrators to participate in debriefing session on the last day of the Observation Coaching Cycle training.
9. Register all ICC participants for the Observation Coaching Cycle training specifically designed for 24 ICCs and 25 Elementary Principals.
10. Reimburse UT System for travel expense detail upon receiving copies of all receipts provided by UT System: **12** trainers' transportation to and from training site including airfare plus mileage, rental cars, lodging not to exceed \$85.00 plus city tax per night, and meals not to exceed \$36.00 per day (reimbursed total expenses not to exceed 30,000.00).

B. UT System will:

1. Facilitate planning for the Observation Coaching Cycle training for 24 ICCs and 25 Elementary Principals including but not limited to campus visits with UT System and ECISD.
2. Provide 1 full day of training on the Observation Coaching Cycle training for 24 Elementary Instructional Campus Coaches and 25 Elementary Campus Principals.
3. Provide agenda and trainers including ECISD Instructional Campus Coaches for 1-day campus visits performing the Observation Coaching Cycle at 12 Elementary campuses during January 6-9, 2009.
4. Provide feedback session upon completion of the Observation Coaching Cycle including but limited to a UT System trainer, assigned ICCs, Principal/Asst. Principal and K-2 teachers at each of the 12 campuses.
5. Provide a disk of electronic documents to district printer of choice.

Terms of MOU

This MOU begins November 19, 2008 and shall terminate on August 30, 2009. Expenditures incurred prior to the beginning date or subsequent to the termination date are unallowable.

Allowable Costs and Payment

For the purpose of determining the amount payable to the UT System under this MOU, the allowability of cost shall be determined in accordance with the terms of this MOU.

The UT System shall bill and submit invoices to the district monthly. The invoice will be prepared on entity letterhead, should certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the MOU, should state the period for which reimbursement is being requested, should itemize the cost by major budget category per the budget summary should show current costs and cumulative cost to date and should be signed by UT System's authorized representative.

The UT System/Ector County I.S.D. shall abide by the rules of the OMB, which can be found at:

OMB A-133 <http://www.whitehouse.gov/omb/circulars/a133/a133.pdf>

All invoices should be mailed to:

Ector County Independent School District

Reading Coordinator

ATTN: Frances "Fannie" Wright

P.O. Box 3912

Odessa, Texas 79760-3912

Phone: (432) 332-9151 Ext. 7267 Facsimile: (432) 334-7139

Promptly after receipt of each invoice, ECISD 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 Cost

ECISD shall reimburse UT System for those allowable costs presently allotted and detailed in Appendix A. For the period of performance of this cost-reimbursable MOU, ECISD shall reimburse UT System for costs incurred and non-cancellable expenses up to but not to exceed \$30,000.00 for the Observation Coaching Cycle training and 12 campus visits performing said observations. ECISD is contracting to provide printing of materials at a cost not to exceed \$500.00.

Audit of Records

School/district agrees to comply with the requirements of OMB Circular 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 UT System or by the Texas State Auditor. Additionally, the books and records will be retained for a period of three (3) years following final payment.

Inspection

UT System and/or any of its duly authorized representatives, shall have access, at the school/district's place of business during regular office hours, to any books, documents, papers and records of the UT System/ECISD 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 the school/district. Additionally, the books and records must be retained for a period of three (3) years following final payment.

Reports

UT System shall submit a onetime report of progress and financial report to the ECISD under this MOU, **with reports due by May 1, 2009.**

Requirements

The school/district and UT System shall be responsible for compliance with all requirements and obligations relating to such services under local, state or federal law. UT System 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 or "the school district" of the staff and employees of The University of Texas System or "the school district".

Applicable Law

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

Dispute Resolution

The Chancellor of the University of Texas System or his/her designee and the authorized agent of the **Ector County I.S.D.** (school/district) shall resolve disputes that develop under this MOU.

Amendments

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

1. Whenever the term of this MOU is extended or reduced without termination 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. (school/district)

Hector Mendez, Superintendent

Date

Carol Gregg, ECISD Board President

Date

FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS SYSTEM

Dr. Scott C. Kelley, Executive Vice Chancellor for Business Affairs

Date

Appendix A:

Training Expenses to be reimbursed by Ector County ISD:

Observation Coaching Cycle Training-January 6-9, 2009

12 Trainers from UT System:

- Transportation
- Lodging-not to exceed \$85.00 plus city tax per night (5 nights total)
- Meals-not to exceed \$36.00 per day (5 days total)
- Copies of all receipts provided by UT System detailing traveling expenses

Total not to exceed \$30,000.00

Total UT System contract Reimbursement expense not to exceed \$30,000.00

Additional expenses are the responsibility of the district:

Printing, Materials and Supplies:

- Printing of training handouts/notes for the Observation Coaching Cycle
- Chart paper, staplers, vis-a-vis markers, tape dispensers and highlighters.

Total not to exceed \$500.00