



Migrant Education
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INTERLOCAL AGREEMENT
between
SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT
and
EDUCATIONAL SERVICE CENTER - REGION 19

This Interlocal Agreement ("this Agreement") is made and entered into as of the date written below by and between San Elizario Independent School District ("SEISD") and Education Service Center - Region 19 ("ESC-Region 19"), each acting by and through its duly authorized officials. SEISD and may collectively be referred to herein as the Parties.

RECITALS

WHEREAS, SEISD and ESC-Region 19 are both governmental entities authorized to enter into agreements in accordance with the Texas Interlocal Cooperation Act, Tex. Government Code Section 791.001 et seq., for the purpose of achieving efficiency in the accomplishment of governmental administrative functions;

WHEREAS, the purpose of this Agreement is to achieve such efficiencies;

WHEREAS, SEISD and ESC-Region 19 wish to enter into an interlocal contract pursuant to Chapter 791.003 of the Texas Government Code to set forth the terms and conditions upon which ESC-Region 19 shall provide various goods and/or services to SEISD;

WHEREAS, SEISD applied for and received funding for its Migrant Education Program for the 2024-2025 school year under NOGA ID number 2561500107190. Federal Award number 84.011A from the United States Department of Education for the period from July 1, 2024, through September 30, 2025;

WHEREAS, SEISD desires for ESC-Region 19 to provide the services under and be responsible for SEISD's obligations for the Migrant Education Program instead of SEISD for the remainder of the 2024-2025 school year;

WHEREAS, ESC-Region 19 is capable and agrees to provide the services under and be responsible for SEISD's obligations for the Migrant Education Program instead of SEISD for the remainder of the 2024-2025 school year;

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned parties agree as follows:

I. TERMS AND CONDITIONS

Goods & Services. SEISD wishes for ESC – Region 19 to provide a District-wide program to provide education to migrant children (the "Program"), consistent with an existing

Migrant Education Program. ESC-Region 19 agrees to provide the following goods and/or services to SEISD in connection with the Program (the “Goods and Services”), for the itemized amounts set forth below:

IDENTIFICATION AND RECRUITMENT (ID&R)

- Complete new/renew Certificates of Eligibility (COEs/ECOEs)
- Continued communication with MEP families
- Update student/family profiles
- Parent Advisory Council (PAC)
 - Focus Area: Parent Empowerment

TOTAL: 1 FTE: 25% Migrant Recruiter \$5,000

TX-NEW GENERATION SYSTEM (TX-NGS)

- Data Entry
 - Enter all required data in TX-NGS for spring semester
 - Enter all required data in TX-NGS for summer/intersession
 - Review and approve new/renewed COE/ECOEs
 - Generate monthly TX-NGS reports
 - Enter updates in database system
 - File and record keeping

TOTAL: 1 FTE: 5% NGS Specialist: \$2,500

ACADEMICS

- Facilitating Summer Programs/Intercession Enrichment
- Regular Supplemental Instruction
 - Formative
 - Summative
- Progress monitoring for grades and attendance
- Maintaining Progress Review Forms and action plans for Priority for Service (PFS) students
- Out of School Youth (OSY) Action Plans

TOTAL: 1 FTE: 25% Instructional Officer: \$7,500

REPORTING COMPLIANCE

- MEP End-of-Year Program Evaluations
 - Fidelity of Strategic Implementation (FSI)
 - Measurable Program Outcomes (MPOs)
- Random Validation ready
- Re-Interview Eligibility Validation ready

TOTAL: 1 FTE: 10% Migrant Program Specialist: (cost covered by ESC)

ADMINISTRATIVE BUDGET MANAGEMENT

- Setup and maintain budget
- Payroll
- Purchase Orders/ISRs/Contracts

TOTAL: 1 FTE: 20% Administrative Assistant: (cost covered by ESC)

The Goods and Services shall include, without limitation, payroll, planning time, mileage, materials, compliance measures, and other resources necessary to accomplish the Program.

2. Payment. The total costs for the Goods and Services are as follows:

- Identification and Recruitment (ID/R): 1 FTE @ 25% Migrant Recruiter
- TX-New Generation System (TX-NGS): 1 FTE @ 25% NGS Specialist
- Academics: 1 FTE @ 25% Instructional Officer

6100	Payroll	\$ 15,000
6200	Miscellaneous Contracted Services	\$ 2,000
6300	Supplies	\$ 2,000
6400	Travel & Other Operating Costs	\$ 2,000
	GRAND TOTAL	\$ 21,000

- Reporting Compliance: Migrant Program Specialist – Cost covered by ESC
- Administration/Budget Management: Admin Asst – Cost covered by ESC

Such costs shall be paid on a monthly basis, in arrears, with ESC-Region 19 to invoice SEISD for the actual reasonable and necessary costs incurred by ESC-Region 19 in connection with the Goods and Services for the preceding month of this Agreement, with each invoice payable within 30 days after receipt.

II. TERM AND TERMINATION

The initial term of this Agreement shall commence on January 1, 2025 and shall continue through August 31, 2025. This Agreement may be terminated by either Party, with or without cause, at any time, by providing thirty (30) days prior written notice by Certified Mail, Return Receipt Requested to the other party at the address provided for that party in the signature block of this Agreement or at such other address as is provided in writing by either party to the other during the term of this Agreement. In addition, each Party may, without penalty, terminate the Agreement at the end of any budget period of such Party occurring during the term of the Agreement, if funds for the Agreement during the succeeding budget period have not been appropriated.

III. GENERAL PROVISIONS

1. Authorization to Participate and Compliance with Local Policies. SEISD and ESC-Region 19 each represent and warrant to the other that its respective governing body has duly authorized its participation in this Agreement and that it will comply with all state and local laws and its respective local policies pertaining to its participation in this Agreement.

2. Cooperation and Access. The Parties agree that they will reasonably cooperate in compliance with any reasonable request for information and/or records made by the other for purposes of compliance with applicable laws or their respective local policies.

3. Current Revenue. SEISD and ESC-Region 19 each represent and warrant to the other that each shall make its respective payments, if required under this Agreement, from current revenues available to such entity.

4. Jurisdiction/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law; venue for all disputes arising under this Agreement shall lie in El Paso County, Texas.

5. Legal Authority. Each party warrants to the other the following:

a) It meets the definition of “Local Government” or “State Agency” under the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code.

b) The functions and services to be performed under the Agreement will be limited to “Administrative Functions” as defined in the Act, which includes the matters described herein.

c) All state, local or third-party requirements to approve, record or authorize the Agreement have been met.

6. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

7. Contract Construction. Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

8. Non-Waiver of Performance. A waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

9. Governmental Functions and Immunity. This Agreement is not intended to waive, alter or reallocate any defense or immunity available to either Party by law.

10. Entire Agreement and Amendment. This Agreement represents the complete understanding of the Parties. This Agreement may be amended by prior written agreement executed by the both Parties.

11. Signatures/Counterparts. The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile/electronic signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

EXECUTED as of the ____ day of _____, 2025.

SAN ELIZARIO INDEPENDENT SCHOOL
DISTRICT

By: _____
Dr. Jeannie Meza-Chavez, Superintendent

EDUCATION SERVICE CENTER -
REGION 19

By: _____
Dr. Armando Aguirre
Executive Director

APPROVED:

By: _____
Barbara Amaya
Director, Migrant Education Program

ADDRESS FOR NOTICE:
6611 Boeing Drive
El Paso, Texas 79925-1010