



## MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN EDUCATION SERVICE CENTER REGION 11  
AND Ector County Independent School District  
(District or Entity Name)

**THIS INTERLOCAL AGREEMENT** ("agreement") is entered into by and between the Education Service Center Region 11, ("ESC Region 11") and Ector County ISD (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties ("Effective Date").

### PREMISES

**WHEREAS** Chapter 791 of the Texas Government Code authorizes governmental entities, including education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

**WHEREAS**, the Parties wish to enter into this Agreement for the purpose outlined below and the parties agree to follow the agreed upon guidelines to provide the services in this agreement.

**WHEREAS**, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each party finds that the performance of this Agreement is in the common interest of the parties, that the understanding will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

**NOW THEREFORE**, the Parties to this agreement mutually agree to the following:

### AGREEMENT

1. **DESCRIPTION OF SERVICE:** GT Program Review (ex. School Board Training)

2. **PURPOSE / REASON**

To provide a Three Part Program Review of examine Ector County ISD's current Gifted and Talented service model to determine how well instruction, curriculum, and resources align to state expectations. The focus of the review will be to determine how well current honors and advanced placement courses meet the needs of ECISD's gifted learners. The review will highlight areas of strength and will identify potential areas for growth.

3. **DUTIES AND RESPONSIBILITIES**

3.1 **ESC REGION 11 Duties and Responsibilities.** To provide an Evaluation of Ector County ISD's Gifted and Talented service model in Three Parts from May 1, 2023 to July 28, 2023 with one ESC Region 11 consultant.

Part I - Review of the district G/T service Model (6 hours)

Part II - Alignment to the Texas State Plan for the Education of Gifted/Talented Students (12 hours)

Part III - Evaluation of curriculum resources for Gifted and Talented Students (12 hours)

3.2 Ector County ISD (District or Entity name) **Duties and Responsibilities.**

Will provide access to the GT handbook, course description guides, curriculum documents, board policy, and administrative regulations.

Will also provide access to district content directors, advanced academics & GT staff, Honors/AP/GT teachers, campus leadership, and teacher planning teams.

**4. TERM OF AGREEMENT**

This agreement shall be effective as of the date of authorized signatures of both parties to:

May 1 - July 28, 2023 (list specific date range and/or end date)

**5. TERMINATION**

A Party may terminate this agreement for any reason by providing the other party thirty (30) days prior written notice of the cancellation. The receiving party shall be responsible for all obligations to make payments to ESC Region 11 for all services rendered until termination of services.

**6. AGREEMENT AMOUNT AND COMPENSATION**

For and in consideration of the services to be provided by ESC Region 11 under this Agreement, the receiving party will pay ESC Region 11 a total amount of \$ 6,500.

Basis for allocation of total amount listed above:

Part I - 6hrs Virtual = \$1,300

Part II - 12hrs Virtual = \$2,600

Part III - 12hrs Virtual = \$2,600

Total Cost for GT Program Evaluation = \$6,500

**7. HEALTH AND SAFETY STANDARDS AND MODIFICATION OF THE MOU**

Both parties agree to adhere to the minimum health and safety standards as defined by local, state, and federal government. If COVID-19 social distancing, or other restrictions imposed to address health concerns, impacts the ability to deliver a face-to-face professional development/training event, ESC Region 11 reserves the right to modify the event for virtual delivery or to a different time. The cost allocation agreed upon may differ due to the modifications that are made for the alternate delivery method. An MOU Amendment shall be used for any modifications to the date, time, and cost allocation of this agreement.

Note: House Bill 462 (HB462, 83<sup>rd</sup> Regular Session, Tex. 2013) prohibits the adoption and/or use of the Common Standards at the state, regional, and local levels. The Contractor agrees to refer only to the Texas Standards and refrain from referencing or using material aligned with the Common Core Standards during presentation(s).

Note: The contractor acknowledges and agrees that all content to be delivered will adhere to Senate Bill 3 (SB3, 87th Second Called Session, Tex. 2021), which outlines instructional requirements and prohibitions for educators in Texas.

**By signing this Agreement, both parties acknowledge that they are duly authorized to sign on behalf of their party and will actively abide by its terms.**

Ector County ISD  
 District or Entity Name

EDUCATION SERVICE CENTER REGION 11

Signature \_\_\_\_\_ Date \_\_\_\_\_

Clyde W. Steelman, Jr. \_\_\_\_\_ Date \_\_\_\_\_

Executive Director

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Authorized Representative of the Receiving Party shall sign this agreement and return to the ESC Region 11 contact listed below to be countersigned. You will receive one completed copy prior to the scheduled event.*

ESC Region 11 Contact: Gypsy Mishoe email: gmishoe@esc11.net

Ph # 817-740-7663