

EDUCATION SERVICE CENTER REGION 12

Memorandum of Agreement for Education Service Center Region 12 with KILLEEN ISD

This Memorandum of Agreement (“Agreement”) is entered into by and between the Education Service Center Region 12 (hereinafter ESC Region 12) and KILLEEN ISD (“Participating School System”).

The purpose of the Agreement is to provide LASO 4 Support Services.

WITNESSETH:

WHEREAS, the Participating School System is authorized by the Texas Education Code, and the Texas Interlocal Cooperation Act (Chapter 791, Title 7, Government Code), to enter into agreements with ESCs; and

WHEREAS, the Participating District desires to purchase certain business support services; and

WHEREAS, Texas Education Code 8.002 permits regional education service centers, at the discretion of the commissioner of education, to provide services to assist schools in increasing efficiency and effectiveness of school operations (TEC 8.002). Authority for such services is granted under Texas government Code 791.001 et seq, as amended.

THEREFORE, NOW BE IT AGREED that the undersigned Participating School System in return for the payment of the consideration stated below and subject to all terms of this Agreement, does hereby agree to the following terms, conditions, and general provisions:

TERMS AND CONDITIONS

1. Term of the Contract:

The term of the Agreement is from March 10, 2026 to May 31, 2027.

2. Termination of the Contract:

Either party to this Memorandum of Agreement may terminate this agreement by providing written notice to the other party fourteen (14) calendar days prior to the date of termination. In the event of termination ESC Region 12 shall determine the direct and indirect costs

incurred to the date of termination and the Participating School System shall pay ESC Region 12 that amount.

3. Services to be provided by ESC Region 12:

Provide executive-level planning support to ensure strategic alignment of grant implementation with district priorities and HQIM adoption.

- Facilitate the Needs Assessment and development of the LIFT Action Plan.
- Deliver leadership coaching for district and campus leaders focused on implementation planning, observation and feedback systems, schoolwide routines, and performance management.
- Support leadership in facilitating professional development for instructional staff aligned to high-quality instructional materials, internalization protocols, and effective instructional practices, including RBIS and Bluebonnet Learning.
- Conduct ongoing coaching cycles, including classroom observations, feedback sessions, and modeling to strengthen instructional delivery.
- Support the development and facilitation of Professional Learning Communities (PLCs) focused on internalization, data analysis, and instructional delivery.
- Provide implementation monitoring tools and protocols to assess fidelity and guide continuous improvement efforts.
- Support data analysis and reporting processes, including engagement in continuous data cycles to inform decision-making and student outcome improvements.
- Engage school system stakeholders in monthly performance management to align structures for sustained implementation success
- Deliver all services in accordance with the LIFT Program Guidelines as established and published by the Texas Education Agency (TEA).
- Supply all documentation, data, professional learning, implementation support, and evidence required to demonstrate alignment to TEA expectations and to facilitate district reporting obligations.
- Maintain fidelity to the approved provider role as defined by TEA and assist the district in implementing all required components of the LIFT Program.
- Equal Treatment of All Persons: Consistent with Article 1, Section 3a of the Texas Constitution, the Fourteenth Amendment to the United States Constitution, Federal and State law, and Executive Order GA-55, Subrecipient represents and warrants that: 1. All conduct under this Subaward shall be administered and performed in a neutral manner without regard to race or persons; 2. Subrecipient shall not, in the specific performance of this Subaward, elevate one individual person over another, or advantage any one person over another, due to race; 3. Subrecipient shall not, in the specific performance of the Subaward employ practices or engage in any advancement of the programs knows an DEI, critical race theory, affirmative action, or other similar, divisive agendas; 4. Subrecipient's staff, agents, subgrantees,

contractors, and subcontractors that are selected and employed in the specific performance of the Subaward shall be selected and employed solely on merit and the ability to perform; and 5. Subrecipients shall ensure that any subgrantees, contractors, and their subcontractors participating in the specific performance of the Subaward represent and warrant to the provisions of the clause.

- **Biological Sex and No Preferred Pronouns:** Subrecipient represents and warrants that it shall ensure that all actions in specific performance of this Subaward shall comply with federal and state law and reflect that there are only two sexes. Subrecipient's employees, officers, representatives, subgrantees, contractors, subcontractors, and agenda shall not, in performance of this Subaward, present, direct, request, or suggest the use of preferred personal pronouns in professional correspondence or presentations.

4. Participating School System ensures the school system will meet all program-specific assurances, including:

- Assures to adhere to all the Statutory and TEA Program requirements as noted in the Program Guidelines.
- Committing to (with Board approval) implementing a Bluebonnet Learning (BL) product in the 2026-27 school year (if applying to the "Implementation Phase") OR committing to selecting and implementing a State Board of Education (SBOE)-approved high-quality instructional material (HQIM) in the 2027-28 school year (if applying to the "Planning Phase").
- Contracting with a single Approved Provider from the LASO 4 State Approved Provider list for the duration of the program.
- Submitting provider contracts and required funding summary reports to TEA.
- Securing approval from the Superintendent and Chief Academic Officer (or equivalent leader) to participate in the program.
- Appointing a designated LIFT Lead as the primary point of contact and identifying as least two additional contacts. The primary point of contact should be the equivalent of a senior academic team member or manager of campus principals.
- Participating in required TEA-led activities, including a grant kick-off and communities of practice.
- Engaging relevant school system and campus leaders, including special programs' leadership, as well as teachers, instructional coaches, special population educators and leaders, in upfront training, implementation support, and coaching.
- Participating in a Needs Assessment of current instructional practices and materials.
- Establishing or refining systems for instructional leadership, including schoolwide routines, observation and feedback, and student work analysis protocols.
- Submitting all required grant deliverables, including instructional framework artifacts, implementation action plans, classroom, campus, and district level observation data

and student outcomes data and progress updates as requested by the Approved Provider or the TEA.

- Participating in TEA-administered surveys and/or focus groups, as requested.
- Using grant funds in alignment with the required allocation structure and ensuring all expenditures support the goals of the LIFT program.
- Permitting Approved Providers access to campuses to provide in-person support.
- Ensuring teachers have sufficient planning time and use the required protocols.
- Providing print materials for all participating teachers and students.
- Following the year-long scope and sequence of the instructional materials, where applicable.
- Meeting the minimum number of instructional minutes for the instructional materials.
- Ensuring that a number of instructional leaders, aligned with district size, will actively participate in monthly implementation support and coaching provided by the Approved Provider.
- Adheres to all the Performance Measures, as noted in the Program Guidelines, and shall provide to TEA, upon request, any performance data necessary to assess the success of the program.
- Assures that any Electronic Information Resources (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines.
- Regularly submits their expenditures (monthly preferably, quarterly at minimum) to remain on-track for grant expenditures.
- Ensuring that the district cabinet regularly engages in data reflection/performance management routines.

5. Total Contract Cost: \$438,900.00

Will be invoiced on or after 10 12 2026.

LASO 4 Cost Breakdown:

LIFT & Planning Path K-5 math & Secondary math: \$438,900

Total Cost: \$438,900

6. Additional Stipulations:

This grant is awarded to districts for a period of three years; however, funding is distributed annually by the Texas Education Agency (TEA) and is contingent upon TEA's annual review and approval for continued funding.

ESC Region 12 reserves the right to rotate/replace staff assigned to the District as needed.

7. Limitation of Liability:

To the fullest extent allowed by law, the Participating School System agrees to indemnify, defend and hold harmless the ESC Region 12, directors, officers, and employees from and against any losses, or damages that may occur due to ESC Region 12 carrying out the agreed upon services as specified in this contract.

8. Equal Employment Opportunity:

In compliance with Executive Order GA-55 of the State of Texas and all applicable state and federal laws, Education Service Center Region 12 prohibits discrimination and ensures equal treatment for all individuals in its programs, activities, and hiring practices. Auxiliary aids and services are available upon request for individuals with disabilities.

Inquiries regarding Title IX policies should be directed to Terry Marak, CFO, at ESC Region 12, 2101 W. Loop 340, Waco, TX 76712, or by calling (254) 297-1212.

9. Debarment and Suspension:

ESC Region 12 is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

10. District Purchase Order Number:

PO#

KILLEEN ISD

Education Service Center Region 12

Superintendent

Director, General Education

Date

Date

Dr King Davis

Printed Name

Jennifer Conner

Printed Name

Deputy Executive Director

Date

Tammy Becker

Printed Name