

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (sometimes referred to herein as “Agreement”) is entered into by and between Region 16 Education Service Center (hereinafter the “Region 16 ESC”, and **Sanford-Fritch CISD** (hereinafter the “Contractor”) (hereinafter singularly a “Party” or collectively the “Parties”), pursuant to Texas Education Code, Chapter 8, in order to achieve each Party’s goal of: (1) assisting school districts in improving student performance in the state of Texas; and (2) enabling school districts to operate more efficiently and economically; and (3) implement initiatives assigned by the legislature or the Commissioner of Education.

**Sanford-Fritch CISD** agrees to contract with Region 16 Education Service Center for *Strong Foundations Implementation for Bluebonnet K-5 Math* duration of this agreement is from March 2025 to August 2026. Billing will be based on the cycles of the work to be completed by August 31, 2026.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

I. **Responsibilities of the Parties.**

a. For Region 16 ESC:

- Provide a dedicated Implementation Advisor and Product Advisor(s) to support district implementation with Bluebonnet Learning.
- Facilitate RBIS sessions, Show and Tell/Product Academy, Admin Show and Tells deliverable-based training, and flexible supports, including PLCs.
- Assist the LEA in developing and submitting key deliverables, such as HQIM Goals and Action Plans.
- Support the LEA in completing exit tickets, surveys, and other grant-related documentation.
- Provide guidance on product usage, communication, and ongoing monitoring.
- Assist the LEA in conducting learning walks and progress monitoring to assess implementation.
- Collect and analyze data to inform continuous improvement efforts.
- Observe and coach teachers to enhance implementation effectiveness.
- Provide strategic support to teachers, principals, and leaders to strengthen implementation.
- Assist the district in meeting grant reporting requirements.

b. For Contractor:

- Plan and allocate time for coaches, teachers, principals, and leaders to engage in professional learning (RBIS; Teachers, Coaches, and Admin Show and Tells; and additional training for deliverables and flexible supports) and complete TEA exit tickets.
- Develop deliverables, including HQIM Goals, Action Plans, and a schedule of flexible supports/PLCs

- Collect data to refine structures supporting implementation.
- Complete surveys throughout the grant period and participate in an end-of-grant focus group upon request.
- Follow all assurances within the TEA grant guidelines.
- Pay a total of \$100,000 to Region 16 ESC for the services.

## II. TERM OF AGREEMENT

This Agreement shall become effective on April 1, 2025, and shall remain in effect until August 31, 2026, unless terminated earlier by either party with at least 30 days' written notice. Upon termination hereof, each party agrees to cooperate with the other to fulfill any action reasonably necessary to efficiently enact the termination.

## III. FEES

In exchange for the delivery of the services set forth in Section I of this Agreement, the Contractor shall pay Region 16 a minimum of 50% of the grant award fund per the requirements set forth in the grant.

## IV. ADDITIONAL TERMS AND CONDITIONS.

1. **Assignments.** Neither Party may assign this Agreement without the prior written consent of the other.
2. **Entire Agreement.** This Agreement contains all of the agreements between the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.
3. **Independent Contractor Status.** Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.
4. **Third Party Beneficiaries.** Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.
5. **Governing Law.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in Randall County, Texas.
6. **Counterparts.** This Agreement and any amendment or supplement to this Agreement may be executed in two or more counterparts, each of which will constitute an original but all of which will together constitute a single instrument. Transmission by facsimile or email of an executed counterpart signature page hereof by a party hereto shall constitute due execution and delivery of this Agreement by such party.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of either Party or of the staff and employees of either Party.
8. **Dispute Resolution.** Each Party, or their designees, shall resolve disputes that develop under this Agreement.
9. **Work Made for Hire.** For the purposes of this Agreement, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Agreement. All work performed pursuant to this Agreement is made the exclusive property of the Region 16 ESC. All right, title and interest in and to said property shall vest in Region 16 ESC upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such work may not, by operation of law, vest in the Region 16 ESC, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the Region 16 ESC. The Region 16 ESC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give the Region 16 ESC and/or the State of Texas, as well as any person designated by the Region 16 ESC and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Agreement.
10. **Certifications.**
  - a. **No Israel Boycott.** By executing this Agreement, Contractor verifies that Contractor does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Region 16 ESC is \$100,000 or more, the Contractor represents and warrants to the Region 16 ESC that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - b. **Companies Engaged In Business With Iran, Sudan, Or A Foreign Terrorist Organization.** In accordance with Texas Government Code, Chapter 2252, Subchapter F, Region 16 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, Contractor certifies to Region 16 ESC that it is not a listed company under any of those Texas Government Code provisions. Contractor hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading Region 16 ESC to believe that the Contractor was a listed company at the time of this procurement.
  - c. **No Energy Company Boycott.** By executing this Agreement, Contractor verifies that it does not boycott energy companies, and it will not boycott energy companies during

the term of this Agreement. Pursuant to Texas Government Code Chapter 2274, as enacted in SB 13 of the 87th Legislature, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Region 16 ESC is \$100,000 or more, the Contractor represents and warrants to the Region 16 ESC that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

- d. **Non-Discrimination Against Firearm Industry.** By executing this Agreement, Contractor verifies that it does not discriminate against firearm entities or firearm trade associations, and it will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. Pursuant to Texas Government Code Chapter 2274, as enacted in SB 19 of the 87th Legislature, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Region 16 ESC is \$100,000 or more, the Contractor represents and warrants to Region 16 ESC that the Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.
- e. **Not an Abortion Provider.** By executing this Agreement, Contractor verifies that it is not an abortion provider or affiliated with an abortion provider.
- f. **Certification Regarding Employment Assistance Prohibited (CJ (LEGAL)/20 U.S.C. 7926).** In the event federal funds are used to compensate Contractor herein, Contractor hereby certifies and agrees that it shall not assist an employee, contractor, or agent of Region 16 ESC in obtaining a new job if the Contractor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.
- g. **Preservation and Disclosure of Contract Information.** By entering into this Agreement, pursuant to Texas Government Code 552, Subchapter J, the Contractor agrees to be bound by the following terms if the Agreement has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the Region 16 ESC or if the Agreement results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the Region 16 ESC in a fiscal year of the Region 16 ESC. If the Region 16 ESC receives a written request for public information related to this Agreement that is in the possession or custody of the Contractor and not in the possession or custody of the Region 16 ESC, the Region 16 ESC shall send, not later than the third business day after the date the Region 16 ESC receives the written request, a written request to the Contractor that Contractor provide that information to the Region 16 ESC.
  - i. The Contractor must:
    - 1. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Region 16 ESC for the duration of the Agreement;
    - 2. Promptly, within four business days, provide to the Region 16 ESC



Assistant Superintendent

Title

2025-05-11

Date

Kim Surles

Contact Person

Assistant Superintendent

Title of Contact

540 Eagle Blvd

Street Address

Fritch, Texas 79036

City, State Zip

806-397-0621

Contact's Telephone Number

ksurles@sfisd.net

Contact's Email Address

**Senior Director SAAS**

Title

**March 7, 2025**

Date

**Brenda Foster**

Contact Person

**Director C&I**

Title of Contact

**5800 Bell Street**

Street Address

**Amarillo, TX**

City, State

**79109**

Zip

**(806)677-5135**

Contact's Telephone Number

**brenda.foster@esc16.net**





Contact's Email Address

# Audit trail

## Details

FILE NAME	Sanford-Fritch CISD 25-26 Strong Foundations Implementation MOU.docx - 5/10/25, 8:32 AM
STATUS	<span>●</span> Signed
STATUS TIMESTAMP	2025/05/21 14:55:40 UTC

## Activity

 SENT	brenda.foster@esc16.net <b>sent</b> a signature request to: <ul style="list-style-type: none"><li>Kim Surles (ksurles@sfsd.net)</li><li>Brandi Parker (brandi.parker@esc16.net)</li></ul>	2025/05/10 13:36:40 UTC
 SIGNED	<b>Signed</b> by Kim Surles (ksurles@sfsd.net)	2025/05/11 21:53:31 UTC
 SIGNED	<b>Signed</b> by Brandi Parker (brandi.parker@esc16.net)	2025/05/21 14:55:40 UTC
 COMPLETED	This document has been signed by all signers and is <b>complete</b>	2025/05/21 14:55:40 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.