

**2012 - 2013**  
**Memorandum of Understanding between**  
**Region 18 Education Service Center and Ector County ISD**

This is a memorandum of understanding (MOU) between the Region 18 Education Service Center (ESC) and Ector County ISD (ECISD).

ECISD and the ESC agree to enter into a partnership to provide services as indicated on the NCLB Federal Grant Application to support the Migrant program.

To create an efficient and effective partnership, ECISD agrees to the following terms during the term period of the MOU. In return for ECISD's participation in the project, the ESC agrees to provide the following:

Region 18 ESC will:

1. **Conduct Identification and Recruitment (ID&R) activities as outlined in the *Texas Manual for ID&R of Migrant Children***
2. **Encode required district activities in the New Generation System (NGS) as outlined in the *Manual for NGS Data Management Requirements***
3. **Coordinate with entities to ensure that eligible migrant children have access to the appropriate services**
4. **Coordinate with available programs to ensure eligible migrant children access all opportunities and/or resources available to them for academic success**
5. **Coordinate Stepping Stones, a home-based program offered to meet the educational needs identified for eligible 3 – 4 year olds**
6. **Develop and Implement procedures for the migrant program**
7. **Utilize Migrant Student Information Exchange (MSIX) to promote interstate coordination**
8. **Plan and facilitate the required Parental Advisory Council (PAC) meetings (e.g. handouts, transportation, light snacks, etc.)**
9. **Coordinate with ECISD in the implementation of a Migrant specific section in the District Improvement Plan, to include the Local Needs Assessment (LNA) and Priority for Service (PFS) Action Plan**
10. **Provide planned supplemental activities and support services as specified in the NCLB application**
11. **Complete the migrant program evaluation, and the 2012-2013 NCLB compliance report**
12. **Notify and coordinate with each individual campus principal that the family survey must be included in all enrollment packets, including transfer students**
13. **Will provide 3 full-time equivalent employees to deliver project objectives**
14. **Provide sufficient time/effort documentation as requested by the district or auditing agency**
15. **Provide year-end program summary**
16. **Provide any other requirements not addressed above as required by State/Federal law**

ECISD will:

17. **Identify a migrant contact person at the school/district, who will coordinate efforts with the ESC in all areas of the migrant program**
18. **Provide list of current PAC officers and members**
19. **Provide release time for district personnel working with migrant students to attend staff development**
20. **Maintain necessary program compliance documentation provided by ESC as required by TEA**
21. **Report /update PEIMS data identifying migrant students within the LEA and/or provide access to ESC migrant staff**
22. **Provide adequate office space and storage space (to store Migrant supplies) to 'house' a migrant staff individual hired by the ESC including access to internet service and a phone line.**
23. **Contract with the ESC to manage the ECISD Migrant Program and meet required program activities**

24. Amend the 2012-13 NCLB application to budget \$192,866 into 6200 contracted services (planning amount less indirect cost rate). Payment will be made to ESC 18 for the full 6200 allocation, \$192,866.
25. Complete any necessary grant/budget amendments as needed in coordination with ESC18 staff.
26. Campuses will be responsible for returning completed surveys and other relevant documentation to ESC migrant staff

**The terms of this MOU will not supplant any other TEA grant or service.**

#### **Term of MOU**

- This MOU begins September 4, 2012 and shall terminate on August 31, 2013.

#### **Requirements**

The school/district and ESC18 shall be responsible for compliance with all requirements and obligations relating to such services under local, state or federal law. The school/district 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, of the staff and employees of Region 18 Education Service Center.

#### **Applicable Law**

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

#### **Dispute Resolution**

The Executive Director Region 18 ESC or his designee and the Superintendent or his designee of the Ector County ISD shall resolve disputes that develop under this MOU.

#### **Amendments**

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

1. Whenever the term of this MOU is extended or reduced without terminating the MOU.
2. Or, for any changes 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. Should this agreement be terminated by either party as provided, ESC 18 shall be paid for services provided or the school/district reimbursed for costs incurred for which services were not provided.

**AUTHORIZATION**

\_\_\_\_\_  
Authorized District Signature  
ECISD Authorized Official.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Manager Signature  
ECISD County-District No.

\_\_\_\_\_  
Date

Purchase Order # \_\_\_\_\_

\_\_\_\_\_  
Authorized ESC Signature  
Region 18 Education Service Center County-District No. 165-950

\_\_\_\_\_  
Date