

# **Education, Innovation and Research (EIR) Grant Interlocal Agreement**

This interlocal agreement (Agreement) is entered into by and between Region 18 Education Service Center (ESC) and Tornillo Independent School District (Participating ISD) under authority of Chapter 791, Texas Government Code (the Interlocal Cooperation Act), Chapter 44, Texas Education Code, and Chapter 8, Texas Education Code (collectively hereinafter referred to as the “Parties”).

ESC applied to the U.S. Department of Education (ED) with a group of applicants for a grant award under the Education, Innovation and Research Grant (EIR Grant) Mid-Phase Competition. The EIR Grant was awarded on November 28, 2023. The EIR Grant project started on January 1, 2024. The purpose of this Agreement is to establish the current and ongoing framework and objectives under which the Parties will continue to collaborate with one another and other necessary third-party contractors, and to articulate the specific roles and responsibilities of each Party in implementing the approved EIR Grant project.

## **I. Scope of Work**

Each participating entity agrees to participate in the EIR Grant project and conduct activities and carry out responsibilities that were identified in the EIR Grant application, in addition to any other responsibilities and requirements provided or contemplated herein.

## **II. Each Applicant Understands That It is a “Grantee” of the US Department of Education**

Each participating entity understands that, because the EIR Grant project was funded, each participating entity is, and assume the legal responsibilities of, a grantee. Specifically, each participating entity agrees that it shall comply with all requirements of the applicable version of the Education Department General Administrative Rules 2 C.F.R. Part 200 (EDGAR).

## **III. Lead Grantee and Fiscal Agent**

Region 18 ESC serves as the lead Grantee. As the lead Grantee, Region 18 ESC applied for the grant on behalf of the group and serves as the fiscal agent for the group. As fiscal agent, Region 18 ESC understands that it is responsible for the receipt and distribution of all grant funds; for ensuring that the project is carried out by the group in accordance with Federal requirements including, but not limited to, EDGAR.

## **IV. Participating ISD Responsibilities**

Each Participating ISD agrees to--

- 1) Partner with ESC to implement the Middle School Collaborative Language Acquisition Strategies for Success (MS CLASS) project using the following strategies:
  - a. Provide opportunities for Participating ISD stakeholders to assist in refining PD content

- aligned with evidence-based practices for middle school Emergent Bilinguals (EBs);
  - b. Participate in stakeholder engagement sessions to provide input into and feedback on project activities throughout the grant;
  - c. Work with ESC to create career pathway opportunities and provide release time for qualified teachers to serve as MS CLASS professional learning community (PLC) leaders and Mentor Teachers (hereinafter “MS CLASS teacher leaders”);
  - d. Assist ESC in supporting MS CLASS teacher leaders at each campus who are responsible for planning, organizing, and facilitating PLCs with evidence-based practices that are co-developed as a part of the MS CLASS stakeholder engagement process for all sixth through eighth grade teachers, beginning teachers, and pre-service teachers, respectively; and
  - e. Assist ESC in enhancing academic enrichment and language development for EB early learning summer programs.
- 2) Utilize the Texas Educator Excellence Management System (TEEMS) or other existing Participating ISD data system to manage PLC agendas, roadmaps, and related PD modules; student growth data; as well as an option to use other TEEMS modules at the Participating ISD’s discretion; Participating ISD will enter into a subscription and license agreement (see Attachment A) with ESC 18 for selected modules; agree to terms of service, the privacy policy and participating in district setup, integration and readiness processes; If Participating ISD uses a system other than TEEMS for maintaining MS CLASS project data, then Participating ISD will export reports and send to ESC for program and evaluation reporting;
  - 3) Attend all required EIR meetings and trainings throughout the duration of the grant period, including participation with the MS CLASS project Advisory Board;
  - 4) Collaborate as necessary with project partners to ensure MS CLASS project success, including participation in a randomized control trial (RCT) and related research activities managed by the external evaluator American Institutes for Research (AIR). AIR will work with participating ISD to fulfill district research application requirements;
  - 5) Pay \$1,250 grant-reimbursable stipends to each MS CLASS teacher leader that is pre-approved by Region 18 ESC for purposes of the EIR grant. Participating ISD will provide all necessary EIR expenditure documentation as may be required by Region 18 ESC to reimburse these costs from the EIR grant; request, in writing, any necessary budget adjustments, from Region 18 ESC;
  - 6) In partnership with Region 18 ESC, develop strategies for sustaining evidence-based strategies and structures developed as a part of the MS CLASS project beyond the life of the grant period;
  - 7) Meet the EIR matching requirement of Section 4611(d) of the Elementary and Secondary Education Act of 1965 (ESEA), as reauthorized on December 10, 2015, by the Every Student Succeeds Act (ESSA), which includes 2% for teachers’ time based on time participating in teacher PLC meetings, implementing new strategies in the classroom, and receiving coaching and mentoring from campus leadership as a part of the MS CLASS project in years 2-4, contributing to the required Match amount equal to 10 percent of the amount of the grant award, cash or in kind, on an annual basis (the “Match”); and ensure that the Participating ISD submits time and effort designation forms for all teachers participating in grant activities as evidence of its Match to Region 18 ESC as requested; and
  - 8) Abide by the parameters recommended to carry out the requirements and intent of the MS CLASS project as determined by the EIR Project Director at Region 18 ESC, including:
    - a. Appointing a person in a leadership position who will serve as the primary liaison to

the Region 18 ESC for EIR grant responsibilities, including participating in regularly scheduled check-in meetings. Name: \_\_\_\_\_, Phone #: \_\_\_\_\_;

- b. Sending the Participating ISD EIR liaison, or his or her designee, to EIR grant meetings as designated by the EIR Project Director;
- c. Completing reports, evaluations, data requests and surveys as requested by ED or the EIR Project Director;
- d. Agreeing to provide Region 18 ESC access to data from partnering vendors upon request;
- e. Within 30 days of district or MS CLASS campus leadership changes, notify and meet with Region 18 ESC to identify required project components;
- f. Managing due process and adhere to Participating ISD's policies. Participating ISD will also ensure alignment and approval of Participating ISD policies with the EIR grant;
- g. Immediately reporting to the EIR Project Director any misdeed, deficiency, or inability to fulfill any Participating ISD responsibilities; and
- h. Disseminating reports on accomplished work to state groups, districts and other interested parties as requested by the EIR Project Director.

## **V. Region 18 ESC Responsibilities**

In return for the Participating ISD participation in the project, the Region 18 ESC agrees to the following:

- 1) Support Participating ISD in implementing the MS CLASS using the following strategies:
  - a. Engage Participating ISD stakeholders in refining PD content aligned with evidence-based practices for EBs;
  - b. Lead stakeholder engagement sessions to gather input into and feedback on project activities throughout the grant;
  - c. Assist Participating ISD in identifying and creating career pathway opportunities for qualified teachers to serve as MS CLASS teacher leaders; and
  - d. Support MS CLASS teacher leaders at each campus in who are responsible for planning, organizing, and facilitating PLCs and assist with implementing evidence-based practices that are co-developed as a part of the MS CLASS stakeholder engagement process for all sixth through eighth grade teachers and beginning teachers.
- 2) Manage any necessary data systems related to EIR, including the TEEMS data system;
- 3) Deliver required EIR training throughout the duration of the grant period;
- 4) Manage all contractors and project partners including AIR. Manage collaboration between Participating ISD and EIR partners, including AIR and other organizations. Coordinate with AIR and Participating ISDs to ensure the teacher selection process for the randomized control trial (RCT) is fair and transparent;
- 5) Assist in developing a Participating ISD budget plan for the duration of the grant period; review and approve, as appropriate, any requested budget adjustments, time and effort designation forms, and expenditure reports from Participating ISD;
- 6) In partnership with Participating ISD, develop strategies for sustaining the EIR program beyond the life of the grant period;

- 7) Manage documentation related to the EIR matching requirement from Participating ISD; and
- 8) Provide general direction and oversight of the MS CLASS project, including:
  - a. Serve as a resource to a Participating ISD implementing the MS CLASS project, working in collaboration with partner schools/districts and contracted parties on all activities;
  - b. Assign specific staff to serve as liaisons to partnering schools/districts;
  - c. Meet regularly with the EIR Advisory Board;
  - d. Oversee data collection and program monitoring for the EIR grant with support from Participating ISD;
  - e. Provide survey findings and implementation data in aggregate as available to Participating ISD for formative purposes;
  - f. Provide data collected via TEEMS on PLC implementation and student growth to AIR as part of the evaluation; and
  - g. Complete reports, evaluations and surveys as requested by ED; and
  - h. Disseminate reports on accomplished work to state groups, districts and other interested parties.

## **VI. Term of Agreement**

This renewed Agreement shall take effect upon the Grantee's date of execution by the parties and shall terminate on December 31, 2028. Expenditures incurred prior to the project start date of January 1, 2024, or subsequent to the termination date for a particular grant year are unallowable. EIR funding through December 31, 2028, is contingent upon future funding appropriations by ED.

## **VII. Allowable Costs and Payment**

For the purpose of determining the amount payable to the Participating ISD under this Agreement, the allowability of costs shall be determined in accordance with the terms of this Agreement. Each participating entity that is not the Grantee shall use the funds it will receive from the Region 18 ESC under this Agreement in accordance with all Federal requirements that apply to the grant, including any restrictions on the use of EIR funds set forth in the Notice Inviting Applications (NIA), the Notice of Grant Award (NOGA) or other provisions of the approved EIR application, and applicable provisions of EDGAR, including provisions governing allowable costs in Subpart E, Part 200 (applicable to SEAs and LEAs). (See 2 C.F.R. §§ 200.400 *et seq.*)

The Participating ISD shall bill and submit monthly expenditure reports to Region 18 ESC for reimbursement of expenses. The Participating ISD should certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the application and award documents, should state the period for which reimbursement is being requested, should itemize the costs by major budget category per the budget summary, should show current costs and cumulative cost to date and should be signed by Participating ISD's authorized representative. Supporting documentation for all expenditures, including time and effort designation forms, must be submitted along with the expenditure reports.

The Participating ISD shall abide by the rules of the Office of Management and Budget (OMB)-The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards (2 CFR part 200).

All expenditure reports and supporting documentation should be e-mailed to Ruth Blackwell at [rblackwell@txcee.org](mailto:rblackwell@txcee.org).

Promptly after receipt of each expenditure report, Region 18 ESC shall make payment thereof except as provided herein. The final expenditure report shall be submitted within fifteen (15) days after the end of the period of performance and shall be marked "Final".

Grant funding shall only be available as long as the ED makes such funds available and for only the years it makes those funds available. All parties acknowledge that Region 18 ESC does not serve as a guarantor of EIR grant funding, therefore; Region 18 ESC shall not be liable for any costs to the Participating ISD associated with the elimination of grant funding under this Agreement. The loss of grant funding shall also constitute cause for immediate termination of this Agreement.

### **VIII. Funding and Limitation of Costs**

Region 18 ESC shall reimburse the Participating ISD for allowable costs. For the period of performance of this cost-reimbursable Agreement, Region 18 ESC shall reimburse the Participating ISD for costs incurred and non-cancellable expenses up to but not to exceed the amount provided in the final approved district budget during this project period. EIR budget allocations will be provided to the Participating ISD by Region 18 ESC on an annual basis.

### **IX. Confidential & Proprietary Information**

- A.** The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential, or (2) if delivered in oral form is summarized in writing within 10 business days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract.
- B.** The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.
- C.** Texas Public Information Act. The Parties acknowledge that each Party is a governmental entity subject to the Texas Public Information Act, Texas Government Code, Chapter

552.001, et seq., (the “Act”). As such, each Party strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of all public records and information. Each Party shall be responsible for any and all costs and efforts associated with protecting their confidential information from disclosure.

**D.** This section shall survive the termination of this agreement.

## **X. Data and Proprietary Rights**

**A.** Region 18 shall continue to own all of its “Content,” and Participating ISD shall not, directly or indirectly, make such Content available to any other person or entity without the prior express written authorization of Region 18.

**B.** Region 18 “Content” means any data, information, software, codes, graphics or other media files or other content, including, but not limited to, source and/or course materials and manuals, assessments, assessment questions, performance rubrics, data management software, codes, and data management software.

**C.** Should the Services provided under this Contract require Region 18 to incorporate Participating ISD’s data into its proprietary data management system(s), the parties agree that the data belonging to Participating ISD shall continue to belong to Participating ISD; however, Participating ISD shall have no claim of ownership in any manner whatsoever to Region 18’s Content, or any other intellectual property that serves as the basis of the Region 18 data management system(s).

**D.** This section shall survive the termination of this agreement.

## **XI. Retention of Records**

Participating ISD acknowledges its responsibility to maintain its own personnel, and other, records, in accordance with state and federal law, and as required by its own locally-adopted records retention schedules.

## **XII. Audit of Records**

Participating ISD agrees to comply with audit requirements in the OMB Uniform Guidance at 2 CFR part 200. Notwithstanding any other conditions of this Agreement, Participating ISD’s books and records which pertain to this Agreement will be made available upon request at the Participating ISD’s regular place of business for audit by personnel authorized by Region 18 ESC or by the Texas State Auditor. Additionally, the books and records will be retained for a period of seven (7) years following final payment.

## **XIII. Inspection**

Region 18 ESC and/or any of its duly authorized representatives, shall have access, at the Participating ISD’s regular place of business during regular office hours, to any books, documents, papers and records of the Participating ISD which are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions, and shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being

performed by the Participating ISD. Additionally, the books and records must be retained for a period of seven (7) years following final payment.

#### **XIV. Requirements**

Participating ISD shall be responsible for compliance with all requirements and obligations relating to such services under local, state or federal law. Participating ISD 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.

#### **XV. Sovereign Immunity**

Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Texas, Region 18 Education Service Center or their respective staff and employees.

#### **XVI. Applicable Law**

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

#### **XVII. Dispute Resolution**

The Executive Director of Region 18 ESC or his/her designee and the authorized agent of Participating ISD shall resolve disputes that develop under this Agreement. The parties agree the state and federal courts having jurisdiction in Midland County, Texas, shall have exclusive authority to consider any and all disputes not resolved informally between the parties.

#### **XVIII. Assurances**

Each Participating District hereby assures and represents that it:

- 1) Will be bound to and will comply with all of its obligations under the EIR Grant, as communicated by Region 18 ESC through trainings, workshops, and other communications;
- 2) Has undertaken all action necessary to acquire all requisite power and authority to execute this Agreement;
- 3) Is committed to working collaboratively with Region 18 ESC and all other participating entities to meet the responsibilities specified in this Agreement in order to ensure the MS CLASS project's success;
- 4) Will comply with all intellectual property ("IP") law, copyrights, trademarks, and servicemarks, as such may relate to any and all works and IP of Region 18 ESC; and
- 5) Will comply with all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR.

#### **XIX. Amendments**

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

- 1) Whenever the term of this Agreement is extended or reduced without terminating the

- Agreement; or
- 2) For any change in terms and conditions of the Agreement.

## **XX. Termination**

Except as otherwise provided for in this Agreement, either party may terminate this Agreement without cause or penalty effective January 1st of each year by giving the other party a written notice of such termination by no later than October 1st of the prior year. If not terminated by the above method, this Agreement shall be terminated upon the expiration date specified under “Term of Agreement” above. Any claim to additional grant funding shall cease as of the effective date of a termination hereunder.

## **XXI. Relationship of the Parties**

Each Party agrees that it is an independent contractor and that this Agreement and relationship between the Parties hereby established does not constitute a joint venture, franchise, community of interest, agency, or contract of employment between them, or any other similar relationship. Unless explicitly provided for herein, neither Party has the right or authority to assume or create any obligation or responsibility on behalf of the other Party.

## **XXIII. Severability**

The provisions of this Agreement are severable and if any of the provisions hereof are held to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain binding and enforceable by and between the parties.

## **XXIV. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and may only be modified by a written instrument executed by an authorized officer of each Party. This Agreement has been negotiated by the Parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any party.

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representative as of the date first executed below (the “Effective Date”).**

**FOR AND ON BEHALF OF THE PARTICIPATING ISD**

\_\_\_\_\_  
**Rosy Vega-Barrio, Superintendent**

\_\_\_\_\_  
**Date**



**FOR AND ON BEHALF OF THE REGION 18 ESC**

\_\_\_\_\_  
**Dr. Dewitt Smith, Executive Director**

\_\_\_\_\_  
**Date**