

# MEMORANDUM OF UNDERSTANDING

## Reading Academies TEA Grant Project Local Implementation Option

### RECITALS

WHEREAS, Region 10 Education Service Center ("Region 10 ESC") serves as an Authorized Provider to conduct Reading Academies as required by House Bill 3 (2019) (the "Reading Academies");

WHEREAS, the provision of Reading Academies is being regulated by the Texas Education Agency ("TEA") with the cooperation of Region 11 Education Service Center; and

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving Reading Academy training, TEA has published guidance in the form of letters to school districts and FAQ guidance to Education Service Centers; and

WHEREAS, the most recent guidance to Education Service Center regarding their provision of Reading Academies to school districts and is incorporated for all purposes into this MOU as if reproduced in its entirety ; and

WHEREAS, TEA states that school districts have the following three options relating to ensuring their teachers obtain Reading Academies training:

1. **Use an Authorized Provider** for Comprehensive and/or Blended training for teachers and principals.
  - District pays per participant (\$3,000 for Comprehensive; \$400 for Blended).
2. **Apply to be an approved Authorized Provider** and provide the training to participants.
  - As an Authorized Provider, the district would assume all costs for the training.
3. **Sign an MOU with an Authorized Provider, then employ staff to act as Cohort Leaders and provide either the Blended or Comprehensive training locally to teachers and principals.**
  - District pays a flat fee to the Authorized Provider (\$10,000 per Cohort Leader for Blended; \$12,000 per Cohort Leader for Comprehensive).
  - All Cohort Leaders must pass the Cohort Leader Screening; and

WHEREAS, Region 10 ESC, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering into this MOU with school districts that opt to provide Reading Academy training for their teachers and principals through Options 1 and 3 above; and

WHEREAS, Region 10 ESC and \_\_\_\_\_ (hereinafter the "District") agree that the provisions set forth in this MOU are intended to set forth the respective responsibilities of the parties

regarding the provision of Reading Academies to the District;

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. Designation by District of Reading Academies Services to be Provided by Region 10 ESC:**

The District opts for Region 10 ESC to provide Reading Academies training to the District as follows:

**Use Region 10 ESC as an Authorized Provider, and District will employ staff to act as Cohort Leaders and provide either the Blended or Comprehensive training locally to teachers and principals.**

**II. Responsibilities of the Parties.**

a. For Region 10 ESC:

- 1) Ensure all Cohort Leaders meet qualifications as determined by TEA.
- 2) Coordinate and fund travel for all Cohort Leaders.
- 3) Conduct program evaluation as determined by TEA.
- 4) Provide registration assistance, logistical support, and regional technical assistance.

b. For the District:

- 1) Ensure all Cohort Leaders meet the screening requirements determined by TEA and meet the following prerequisite requirements prior to being hired by the district:
  - i. Have served as a reading teacher in K-3 for three or more years across career (special education, general education, or specialized reading teacher).
- 2) Hire Cohort Leaders and assume responsibility for providing salary and benefits.
- 3) Ensure all Cohort Leaders attend the Cohort Leader training provided by TEA.
- 4) Ensure all Cohort Leaders abide by the established participant limitations for each cohort:
  - i. The leader of a Blended Cohort may manage a cohort of up to 100 participants - Blended Cohort Leaders may lead up to 3 cohorts at a time.
  - ii. The leader of a Comprehensive Cohort may manage a cohort of up to 60 participants - Comprehensive Cohort Leaders may only one cohort at a time.

**III. TERM OF AGREEMENT**

This Agreement shall be effective on March 1, 2021, and terminate, except as provided herein, on August 31, 2023, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by Region 10 ESC of the District's personnel (the "Term"). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Reading Academies.

#### IV. **FEES**

Pay a flat fee to the Region 10 as an Authorized Provider (\$10,000 per Blended Cohort Leader; \$12,000 per Comprehensive Cohort Leader).

#### V. **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 agreement 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 Dallas County, Texas.

6. **Notices.** Notices sent to either party shall be effective when delivered in person or transmitted by fax machine; one (1) day after being sent by overnight courier; or two (2) days after being sent by first class mail postage prepaid, to the address or fax number, as the case may be, set forth in this Agreement. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

7. **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 of an executed counterpart signature page hereof by a party hereto shall constitute due execution and delivery of this Agreement by such party.

8. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of Region 10 ESC, of the staff and employees of Region 10 ESC, or of the District.

9. **Dispute Resolution.** The Executive Director of Region 10 ESC or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.

10. **Amendments.** This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

The individuals signing below are authorized to do so by the respective Parties to this Agreement.

FOR AND ON BEHALF OF THE DISTRICT

By: \_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Contact Person

\_\_\_\_\_  
Title of Contact

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Contact's Telephone Number

FOR AND ON BEHALF OF REGION 10 ESC

By: \_\_\_\_\_  
Authorized Signature

ASSISTANT DIRECTOR  
\_\_\_\_\_  
Title

1-29-2021  
\_\_\_\_\_  
Date

CHRIS GREY  
\_\_\_\_\_  
Region 10 ESC Contact Person

ASSISTANT DIRECTOR  
\_\_\_\_\_  
Title of Contact

400 E. SPRING VALLEY  
\_\_\_\_\_  
Street Address

RICHARDSON, TX 75081  
\_\_\_\_\_  
City, State Zip

972-348-1522  
\_\_\_\_\_  
Contact's Telephone Number