



MEMORANDUM OF UNDERSTANDING

Reading Academies Comprehensive Cohort(s)

THIS Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the Education Service Center Region 11, (“ESC Region 11”) and Argyle ISD, (“The Receiving Party”) (collectively referred to as the “Parties” or individually as a “Party”) acting herein by and through their respectively authorized officers or employees. This Agreement shall be effective on the date it is executed by all the Parties (“Effective Date”).

PREMISES

WHEREAS Chapter 791 of the Texas Government Code authorizes governmental entities, including education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

WHEREAS, Receiving Party has a fully executed Master Interlocal Agreement (“MIA”) on file with ESC Region 11; and

WHEREAS, the Parties wish to enter into this Agreement for the purpose(s) outlined below, and the Parties agree to follow the agreed upon terms to provide the services in the Agreement; and

WHEREAS, each Party, in performing the governmental functions or in funding the performance of governmental functions set forth in this Agreement, shall make the performance or those payments from current revenues legally available to that Party; 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 the 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 training for teachers.
 - District pays per participant (\$3,000 for Comprehensive).
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 Comprehensive training locally to teachers.**
 - District pays a flat fee to the Authorized Provider (\$12,000 per Cohort Leader for Comprehensive).

WHEREAS, ESC Region 11, 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 through Options 1 and 3 above.

NOW, THEREFORE, the Parties to this MOU mutually agree to the following:

AGREEMENT

1. DESCRIPTION OF SERVICE

The District opts for ESC Region 11 to provide Reading Academies training to the District as follows:

Use ESC Region 11 as an Authorized Provider, and ESC Region 11 will employ staff to act as Cohort Leaders and provide the Comprehensive training to participants.

2. RESPONSIBILITIES OF THE PARTIES

a. For ESC Region 11:

- 1) Ensure all Cohort Leaders meet the screening requirements determined by TEA.
- 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.
- 5) Support synchronous training and coaching sessions as determined by the TEA Comprehensive Model.
- 6) Review submitted assignments and provide individual scoring and feedback.
- 7) Coordinate training dates, locations, and additional logistics with the district.
- 8) Communicate monthly progress towards participant course completion.

- 9) Create a training calendar for the district that participants will be required to follow.
- 10) Provide one scheduled make-up session for each training day per TEA guidelines.

b. For the District:

- 1) Assign one or more individuals to support the coordination and implementation of Reading Academies.
- 2) Structure the district professional development calendar to support the implementation of Reading Academies.
- 3) Support ESC Region 11 in tracking and supporting teacher completion of Reading Academies requirements, including attendance at all face-to-face sessions and coaching visits.
- 4) Communicate to Reading Academies participants the expectation that they attend all face-to-face sessions or the scheduled make-up session. Participants who miss a session and the corresponding make-up session will receive an incomplete for the course. Please note that if a teacher receives an incomplete on the course, no monies will be refunded.
- 5) Communicate to Reading Academies participants that in the event that a coaching visit is scheduled at a time when the teacher is unavailable, the teacher is required to notify the cohort leader within 48 hours after receiving the appointment. Should a teacher cancel a scheduled coaching visit after this 48-hour notice period, they will forfeit their appointment slot for the current coaching cycle and will be required to reschedule the coaching visit during the designated make-up period in May. Additionally, if a teacher misses multiple coaching visits, due to cohort leader time constraints, it may not be feasible to reschedule all missed visits prior to the conclusion of the school year.
- 6) Ensure participants are willing and able to complete the entirety of the Reading Academies content within the course time period, unless one of the following exceptions arise: Resignation, Retirement, Termination, Reassignment outside of a K-3 classroom, FMLA, or another extreme circumstance deemed appropriate by TEA.

3. TERM OF AGREEMENT

This Agreement shall be effective on 06/02/25, and terminate, except as provided herein, on 05/29/26, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by ESC Region 11 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. No monies will be refunded after a participant is enrolled in the course.

4. AGREEMENT AMOUNT AND COMPENSATION

District pays a \$3000 fee per participant, with a total of 5 participants for a total cost of \$15,000.00. District will only be invoiced for the number of participants who enroll in the course.

5. INVOICING SCHEDULE

This Memorandum of Understanding (MOU) shall be invoiced in two separate installments in accordance with the fiscal year of ESC Region 11, which runs from September 1 – August 31.

- a) \$3,750.00 will be invoiced in July 2025, covering the months of June – August 2025.
- b) \$11,250.00 will be invoiced after September 1, 2025, covering the months of September 2025 – May 2026.

Note: House Bill 462 (HB462, 83rd Regular Session, Tex. 2013) prohibits the adoption and/or use of the Common Standards at the state, regional, and local levels. The Contractor agrees to refer only to the Texas Standards and refrain from referencing or using material aligned with the Common Core Standards during presentation(s).

Note: The contractor acknowledges and agrees that all content to be delivered will adhere to Senate Bill 3 (SB3, 87th Second Called Session, Tex. 2021), which outlines instructional requirements and prohibitions for educators in Texas.

6. STATE CERTIFICATIONS

7.1 Equal Treatment of All Persons: Consistent with Article I, Section 3a of the Texas Constitution, the Fourteenth Amendment to the United States Constitution, federal and State law, and Executive Order No. GA-55, the Parties represent and warrants that:

- (a) All conduct under this Contract shall be administered and performed in a neutral manner without regard to the race of persons.
- (b) A Party shall not, in the specific performance of this Agreement, elevate one individual person over another, or advantage any one person over another, due to race;
- (c) A Party shall not, in the specific performance of this Agreement, employ practices or engage in any advancement of the programs known as diversity, equity and inclusion, critical race theory, affirmative action, or other similar, divisive agendas;
- (d) The Parties' staff, agents, and subcontractors that are selected and employed in the specific performance of this Agreement shall be selected and employed solely on merit and the ability to perform; and
- (e) The Parties shall ensure that any subcontractors participating in the specific performance of this Agreement represent and warrant to comply with the provisions of this Clause.

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

7.3 Executive Orders: The Parties will comply, or continue to comply, with all applicable Federal and State executive orders. These orders include, but are not limited to:

- (a) Exec. Order No. 14214, 90 Fed. Reg. 9949 (2025), which prohibits schools and other educational institutions that receive federal financial assistance from conditioning student enrollment on COVID-19 vaccination status;
- (b) Exec. Order No. 14168, 90 Fed. Reg. 8615 (2025), which prohibits the use of Federal funds in the promotion of gender ideologies and further requires that intimate spaces

- (e.g., restrooms) be designated according to one's biological sex;
- (c) (c) Exec. Order No. 14190, 90 Fed. Reg. 8853 (2025), which prohibits the use of Federal funds for direct or indirect activities or educational instruction related to discriminatory equity ideology or social transitioning;
 - (d) Exec. Order No. 14201, 90 Fed. Reg. 9279 (2025), which requires Title IX of the Education Amendments Act of 1972 be applied on the basis of biological sex, not gender identity, and prohibits transgender-identifying athletes from participating in all-women sports teams;
 - (e) Exec. Order No. 14173, 90 Fed. Reg. 8633 (2025), which requires that grant recipients (which, in the State of Texas, extends to subrecipients by virtue of this assurance) agree that adherence to Federal anti-discrimination laws is material to the government's payment decisions and further requires that recipients certify that it does not operate any programs promoting DEI in a manner violative of Federal anti-discrimination laws (which, by virtue of this assurance, the subrecipient certifies);
 - (f) Texas Exec. Order No. GA 55, which requires all people be treated equally, regardless of race; and
 - (g) Letter from Governor Greg Abbott to Chairmen and Executive Directors (Jan. 30, 2025), which requires Texas agencies to take actions on the basis of biological sex and not gender identity.

7. VENUE

This Agreement is made according to the laws of the State of Texas. The Parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Both Parties agree that the venue for any dispute arising from this Agreement shall be proper in the state and federal courts having jurisdiction in Tarrant County, Texas.

By executing this Agreement, each Party acknowledges that the person executing this Agreement below on its behalf has been or is duly authorized to sign it and to bind the Party to actively Abide by its terms.

Argyle ISD

District, Charter, ESC Name

EDUCATION SERVICE CENTER REGION 11

Signature

Date

Clyde W. Steelman, Jr.

. Date

Executive Director

Printed Name: Lisa Watson

Title: Coordinator of Instructional Services

Authorized Representative of the Receiving Party shall sign this Agreement and return to the ESC Region 11 contact listed below to be countersigned. You will receive one completed copy prior to the scheduled event.

ESC Region 11 Contact: Shelly Shaw

email: sshaw@esc11.net

Ph # 817.740.7560