



Region One Education Service Center

Teacher Incentive Fund (TIF)



MEMORANDUM OF UNDERSTANDING (MOU)

Between Region 1 Education Service Center (ESC), and Local Education Agency (LEA)

I. Introduction

This Memorandum of Understanding (MOU) is entered into by and between Region 1 Education Service Center (ESC) and cooperating Local Education Agencies/ Independent School District (ISD). These entities applied to the U.S. Department of Education (ED) as group applicants for a grant award under the fiscal year (FY) 2016 Teacher Incentive Fund (TIF) General TIF Competition. The purpose of this MOU is to establish the framework through which the group applicants will collaborate and to articulate the specific roles and responsibilities of each applicant in implementing the approved TIF project.

II. Scope of Work

Each group applicant agrees to participate in the proposed TIF project that is set forth in this group application for the FY 2016 TIF competition and conduct activities and carry out responsibilities as may be identified in that application.

III. Each Applicant Understands That It Will Be a Grantee of the US Department of Education

Each group applicant understands that it will be, and assume the legal responsibilities of, a grantee.

IV. Lead Applicant and Fiscal Agent

As agreed by all parties, Region 1 ESC will serve as the lead applicant. As the lead applicant, Region 1 ESC applied for the grant on behalf of the group and will serve as the fiscal agent for the group. As fiscal agent, Region 1 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.

V. Participating Local Education Agency (LEA) Responsibilities

Each participating LEA agrees to--

- (a) Implement the human capital management system (HCMS), evaluation systems, performance-based compensation system (PBCS), and other project components described in the approved Texas TIF grant application; (b) The district will, at a minimum, contribute the following agreed upon matching funds for differentiated compensation. Differentiated compensation includes bonuses for teacher leaders, performance pay for teachers and principals/assistant principals, and recruitment incentives. The district will provide documentation on matching funds on annual basis as determined by Region 1 ESC; (c) Attend all required TIF training throughout the duration of the grant period; (d) Provide all necessary TIF expenditure documentation to Region 1 ESC on a monthly basis; (e) Submit time and effort designation form for all teacher leaders along with monthly expenditure reports to Region 1 ESC; (f) Develop a



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sustainability plan for the TIF program beyond the life of the grant period. (g) Districts will submit that plan and the budget plan for the grant period to the Region 1 ESC on an annual basis; (h) Abide by the parameters determined by the TIF Advisory Board and Region 1 ESC regarding distribution and allocation of recruitment incentives; (i) Appoint a person in a leadership position who will serve as the primary liaison to the Region 1 ESC for TIF grant responsibilities and send the school/district TIF liaison, or his or her designee, to TIF grant meetings as designated by the TIF Project Director; (j) Complete reports, evaluations, data requests and surveys as requested by ED or the TIF Project Director; (see Performance Measures below), (k) Agree to provide Region 1 ESC access to data from partnering vendors upon request; (l) Submit required data for the TIF project by the deadline determined by the Region 1ESC; (m) Contract with designated vendors as determined by all participating parties; (n) The district will manage due process and adhere to district policies for teacher evaluation. They will also ensure alignment and approval of district policies with the TIF grant;(o) Immediately report to the TIF Project Director any misdeed, deficiency, or inability to fulfill any district/school responsibilities; and (p) Disseminate reports on accomplished work to state groups, districts and other parties as requested by the TIF Project Director.

VI. Performance Measures

Pursuant to the Government Performance and Results Act (GPRA) of 1993, the Department has established the following performance measures that it will use to evaluate the overall effectiveness of the grantee's project, as well as the TIF program as a whole: **Region 1 will gather data and require each LEA to support data gathering on the following:**

- (a) The percentage of educators in all schools who earned performance-based compensation.
- (b) The percentage of educators in all High-Need Schools who earned performance-based compensation.
- (c) The gap between the retention rates of educators receiving performance- based compensation and the average retention rate in each high-need school.
- (d) The number of school districts participating in a TIF grant that use educator evaluation systems to inform the following human capital decisions: Recruitment; hiring; placement; retention; dismissal; professional development; tenure; promotion; or all of the above.
- (e) The percentage of performance- based compensation paid to educators with State, local, or other non-TIF Federal resources.
- (f) The percentage of teachers and principals who receive the highest effectiveness rating.
- (g) The percentage of teachers and principals in high-needs schools who receive the highest effectiveness rating.



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VII. Other Members' Responsibilities

In return for the school/district participation in the project, the Region 1 ESC agrees to the following:

- Provide direction and oversight of the TIF project;
- Serve as a resource to TIF campuses implementing the TIF project;
- Provide guidance to schools during the grant period;
- Assist in developing a district budget plan for the duration of the grant period;
- Assist in developing a district sustainability plan for the TIF program beyond the life of the grant period;
- Meet regularly with the TIF Advisory Board;
- Provide guidance to TIF campuses on recruitment incentive pool;
- Data collection and program monitoring;
- Manage any necessary data systems related to TIF;
- Assign specific staff to serve as liaisons to partnering schools/districts;
- Promote and participate in the specific activities listed in the TIF grant;
- Complete reports, evaluations and surveys as requested by ED;
- Work in collaboration with partner schools/districts and contracted parties on all activities;
- Administer surveys and provide results to district; and
- Disseminate reports on accomplished work to state groups, districts and other interested parties.

VIII. Term of MOU

The MOU shall take effect upon the receipt of notice of grant award of TIF funds from the US DoE. This MOU shall be effective beginning October 1, 2017 ending upon the expiration of the grant project period October 30, 2021. Because any award of TIF funds by Ed to support that group application is contingent upon the execution of this MOU by each party in the application, the below signed agree that they will not terminate this MOU prior to the end of the grant period without ED approval.

IX. Allowable Costs and Payment

For the purpose of determining the amount payable to the school/district under this MOU, the allowability of costs shall be determined in accordance with the terms of this MOU. Each group applicant that is not the lead applicant agrees to use the funds it will receive from the lead applicant under the MOU agreement in accordance with all Federal requirements that apply to the grant, including any restrictions on the use of TIF funds set forth in the Notice Inviting Applications (NIA), provisions of the approved TIF application, and applicable provisions of the Education Department General Administrative Regulations (EDGAR), including provisions governing allowable costs (applicable to SEAs and LEAs). The school/district shall/will and submit expenditure reports to Region 1 ESC for reimbursement of expenses. The district should certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the application and award



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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 school/district's authorized representative. Supporting documentation for all expenditures, including time and effort designation forms, must be submitted along with the expenditure reports.

X. Funding and Limitation of Costs

Region 1 ESC shall reimburse the school/district for those allowable costs presently allotted, for the period of performance of this cost-reimbursable MOU, Region 1 ESC shall reimburse the school/district for costs incurred and non-cancellable expenses up to but not to exceed the amount provided in grant budget per TIF campus during this project period. TIF budget allocations per campus will be provided to the district by the Region 1 ESC on an annual basis as an addendum to this MOU.

XI. Audit of Records

School/district agrees to comply with the requirements of EDGAR. Notwithstanding any other conditions of this MOU, school/district's books and records which pertain to this MOU will be made available upon request at the school/district's regular place of business for audit by personnel authorized by Region 1 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.

XII. Inspection

Region 1 ESC and/or any of its duly authorized representatives, shall have access, at the school/district's regular place of business during regular office hours, to any books, documents, papers and records of the school/district which are directly pertinent to this MOU, 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 school/district. Additionally, the books and records must be retained for a period of seven (7) years following final payment.

XIII. Requirements

The school/district 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.

XIV. Sovereign Immunity

Nothing in this MOU shall be deemed to waive the sovereign immunity of the State of Texas, Region 1 Education Service Center or their respective staff and employees.



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XV. Applicable Law

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

XVI. Dispute Resolution

The Executive Director of Region 1 ESC or his/her designee and the authorized agent of Each LEA shall resolve disputes that develop under this MOU.

XVII. Assurances

Each member of the group hereby assures and represents that it:

(a) Agrees to be bound to every statement and assurance made by the lead applicant in the application; (b) Has all requisite power and authority to execute this MOU; (c) Is familiar with the group's TIF application and is committed to working collaboratively; (d) to meet the responsibilities specified in this MOU in order to ensure the TIF project's success; (e) Will comply with all the terms of the Grant and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR.

XVIII. Amendments

Any change to this MOU shall be preceded by a written amendment signed by both parties of this MOU. An amendment is required: (a) Whenever the term of this MOU is extended or reduced without terminating the MOU; Or, (b) for any change in terms and conditions of the MOU.

XIX. Effective Duration Date and Termination

The MOU shall take effect upon the receipt of notice of grant award of TIF funds from the US DoE. This MOU shall be effective beginning with that date, and, if the TIF grant is received, ending upon the expiration of the grant project period. Because any award of TIF funds by Ed to support that group application is contingent upon the execution of this MOU by each party in the application, the below signed agree that they will not terminate this MOU prior to the end of the grant period without ED approval.



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XX. Certifying Signatures

The following representatives for the **TIF grant** designated lead and fiscal, Region One ESC, member School Districts, agree to all conditions in said MOU and by signing, are acting as the certifying representative of their organization. Therefore, certifies district and campus commitment to the requirements delineated in this MOU document.

Dr. Cornelio Gonzalez, Region One ESC Executive Director

Date

Dr. Esperanza Zendejas, Brownsville ISD Superintendent

Date

Fernando Castillo, Donna ISD Superintendent

Date

Dr. Susana P. Garza, Jim Hogg County ISD Superintendent

Date

Alim U. Ansari, Horizon Montessori Public Schools Superintendent

Date

Dr. Alda T. Benavides, La Joya ISD Superintendent

Date

Reymundo Villarreal, La Feria ISD Superintendent

Date

Sara A. Alvarado, Lasara ISD Superintendent

Date

Dr. Jose A. Gonzalez, McAllen ISD Superintendent

Date

Dr. Daniel Trevino, Mercedes ISD Superintendent

Date

Martin Cuellar, Progreso ISD Superintendent

Date



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XXI. Certifying Signatures

*The following representatives for the **TIF grant** designated lead and fiscal, Region One ESC, member School Districts, agree to all conditions in said MOU and by signing, are acting as the certifying representative of their organization. Therefore, certifies district and campus commitment to the requirements delineated in this MOU document.*

Dr. Adrian Vega, San Benito CISD Superintendent

Date

Mario Alvarado, San Isidro Superintendent

Date

Maria J. Chavez, Santa Maria ISD Superintendent

Date

Frances Berrones-Johnson, Student Alternative Program, Inc. Superintendent

Date

Albert A. Pena, San Perlita Superintendent

Date