



MEMORANDUM OF UNDERSTANDING

Reading Academies Comprehensive Cohort(s)

RECITALS

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the Argyle ISD, (hereinafter referred to as "The District" and Education Service Center Region 11, (hereinafter referred to as "ESC Region 11"),

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes; 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 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, 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 ESC Region 11:

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.

II. 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.

III. 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.

IV. Fees

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.

V. 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.

1. \$3,750.00 will be invoiced in July 2025, covering the months of June – August 2025.
2. \$11,250.00 will be invoiced after September 1, 2025, covering the months of September 2025 – May 2026.

VI. Additional Terms and Conditions

1. **Safety Protocols:** Both parties agree to adhere to the minimum safety and health standards as defined by local, state, and federal government. In the event that COVID-19 social distancing (or other restrictions imposed to address health concerns) impacts the ability to deliver a face-to-face professional development/training event, ESC Region 11 reserves the right to modify the event for virtual delivery.
2. **Assignments:** Neither Party may assign this Agreement without the prior written consent of the other.

3. **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.
4. **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.
5. **Third Party Beneficiaries.** Nothing in this Agreement creates or will be deemed to create, third-party beneficiaries of or under this Agreement.
6. **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 Tarrant County, Texas.
7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of ESC Region 11, of the staff and employees of ESC Region 11, or of the District.
8. **Dispute Resolution.** The Executive Director of ESC Region 11 or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.
9. **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.

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.

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 FOR AND ON BEHALF OF ESC REGION 11

By: _____
Superintendent Signature

Title

Date

By: _____
Authorized Signature

Executive Director, ESC Region 11

Title

Date

Lisa Watson

District Contact Person

Coordinator of Instructional Services

Title of Contact

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City, State Zip

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Shelly Shaw

ESC Region 11 Contact Person

Coordinator IS, Reading Academies 11

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