



**Memorandum of Understanding
between
Region 18 Education Service Center
and
Ector County I.S.D.**

This is a memorandum of understanding (MOU) between the Region 18 Education Service Center (Region 18 ESC) and Ector County I.S.D. (hereafter referred to as school/district). The following Ector County I.S.D. schools are participating in the Texas TAP System: **Hood Junior High School**

As part of this agreement, campuses will plan and implement the four components of the TAP System to improve student achievement and educator quality.

The school/district agrees to the following terms during the grant period:

1. Attend all required TAP training throughout the duration of the grant period;
2. Provide all necessary expenditure documentation to Region 18 ESC on a quarterly basis (See Attachment A Project Budget and Attachment B for Expenditure Report);
3. Commit to hiring effective teachers and administrators as part of the TAP Leadership team;
4. Appoint a person in a leadership position who will serve as the primary liaison to Texas TAP System responsibilities;
_____ Name; _____ Phone #
5. Complete reports, evaluations and surveys as requested by Texas TAP System Executive Director;
6. Submit required data to SAS for value-add calculations by the deadline determined by the Texas TAP System;
7. Utilize the online management system for teacher evaluation scores (known as CODE);
8. Immediately report to the Texas TAP Executive Director any misdeed, deficiency, or inability to fulfill any district/school responsibilities; and
9. Disseminate reports on accomplished work to state groups, districts and other interested parties as requested by the Texas TAP System.

In return for the school/district participation in the project, Region 18 ESC agrees to the following:

1. Provide direction and oversight of the Texas TAP through the Executive Director, Texas TAP System;
2. Serve as a resource to campuses implementing the TAP System;
3. Data collection and program monitoring;
4. Manage any necessary data systems related to TAP;
5. Assign specific staff to serve as liaisons to partnering schools/districts. Each district is assigned a Regional Coordinator and each campus is assigned an Executive Master teacher to provide guidance in the TAP process;
6. Assist districts in the hiring process for master/mentor teacher positions;
7. Complete reports, evaluations and surveys as requested by funders;
8. Work in collaboration with partner schools/districts and contracted parties on all activities;
9. Provide an annual program review of implementation fidelity;
10. Administer surveys and provide results to district; and
11. Disseminate reports on accomplished work to state groups, districts and other interested parties.

Term of MOU

This MOU begins July 01, 2010 and shall terminate on February 28, 2012. Expenditures incurred prior to the beginning date or subsequent to the termination date for a particular grant year are unallowable.

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.

The school/district shall bill and submit invoices to the Region 18 ESC quarterly (See Attachment A Project Budget and Attachment B for Expenditure Report). The invoice should be prepared on entity letterhead, 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 school/district's authorized representative.

All invoices *should* be mailed to:

**Texas TAP System
Region 18 Education Service Center
ATTN: Helen Whitehead, Director of Business Services
P.O. Box 60580
Midland, TX 79711-0580
Phone: (432) 563-2380, Facsimile: (432) 567-3290**

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

Funding and Limitation of Costs

Region 18 ESC shall reimburse the school/district for those allowable costs presently allotted and detailed in Attachment A. For the period of performance of this cost-reimbursable MOU, Region 18 ESC shall reimburse the school/district for costs incurred and non-cancellable expenses up to but not to exceed the amount provided in Attachment A per TAP campus during this project period.

Audit of Records

School/district agrees to comply with the requirements of OMB Circulars A-110, A-21, and A-133. 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 18 ESC or by the Texas State Auditor. Additionally, the books and records will be retained for a period of five (5) years following final payment.

Inspection

Region 18 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 five (5) years following final payment.

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.

Sovereign Immunity

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

Applicable Law

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

Dispute Resolution

The Executive Director of Region 18 ESC or his/her designee and the authorized agent of the Ector County I.S.D. shall resolve disputes that develop under this MOU.

Amendments

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

- 1. Whenever the term of this MOU is extended or reduced without terminating the MOU.
- 2. Or, for any change in terms and conditions of the MOU.

Termination

Either party may terminate this MOU without cause or penalty by giving the other party a written notice of such termination at least thirty (30) calendar days prior to termination. If not terminated by the above method, this MOU shall be terminated upon the expiration date currently specified. Should this agreement be terminated by either party without cause as provided herein, the school/district shall be reimbursed for those qualifying expenditures as set forth in the **“Allowable Costs and Payment”** section above made up through the effective date of the termination.

FOR AND ON BEHALF OF THE ECTOR COUNTY I.S.D.

Hector Mendez, Superintendent

Date

FOR AND ON BEHALF OF THE REGION 18 ESC

John Thomas, Executive Director

Date