

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number: 300	Program Name: Appraisal Training and Support
Org. Code: _____	Legal/Funding Authority: _____
Speed Chart: _____	TGC 791, TEC 8.0002
Payee Name: Education Service Center, Region 09	Payee ID: 17512467428
ISAS Contract #: <u>3012</u>	PO #: <u>34787</u>

INTERLOCAL COOPERATION CONTRACT

Section 1.0 PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (ICC) is entered into by and between the Texas Education Agency (Receiving Party) and Education Service Center, Region 09 (Performing Party) pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code which enables state local governments to contract with state agencies for governmental functions and services.

Section 2.0 STATEMENT OF SERVICES TO BE PERFORMED:

Appendix One, Description of Services, attached hereto, is hereby incorporated by reference and made, therefore, a part of this ICC.

Section 3.0 TERM OF CONTRACT:

This ICC is to begin 09/01/2015 and shall terminate on 08/31/2016. This ICC may be renewed for two (2) additional one-year terms thereafter by mutual agreement of the Parties in the form of a written amendment.

Section 4.0 AMOUNT:

The total amount of this ICC shall not exceed: \$25,000.00 for the original term of the ICC.

Appendix Two, Budget, attached hereto, is hereby incorporated by reference and made, therefore, a part of this ICC.

Section 5.0 PAYMENT FOR SERVICES:

Receiving Party shall pay Performing Party in accordance with the approved budget for the services performed described in this ICC. Receiving Party shall pay for services received from the appropriation item or account from which the Receiving Party would ordinarily make expenditures for similar services or resources. Payments received by the Performing Party shall be credited to its current appropriation item(s) or account(s) from which the expenditure for the services or resources was made.

Performing Party shall bill Receiving Party monthly for services rendered in accordance with the provisions of the ICC. Performing Party may submit invoices electronically to the following email address: TEAAccountsPayable@tea.texas.gov or the Performing Party can direct invoices to:

Texas Education Agency
Attn: Accounting Department
1701 N. Congress Ave.,
Austin, Texas 78701-1494

Purchases of food are generally prohibited and must be preapproved by the TEA Project Manager. Food purchases must be in accordance with Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Subpart E, §200.432. Purchases must be necessary and reasonable for the successful performance of the Contract. This applies to both federal and state funded contracts. Website to view the regulations: http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200_1432&rgn=div8

TEA follows the Federal Rate Schedule for reimbursement of meal and lodging expenditures adopted by the State of Texas. Performing Agency shall maintain receipts in accordance with paragraph F of the Contract General Provisions. The Comptroller's website for travel rules and regulations – **texttravel**: <https://fm.x.cpa.state.tx.us/fmx/travel/texttravel/index.php>. Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years.

State travel expense reimbursement is not a per diem. Employees and Performing Agency s must claim the actual expenses incurred for meals and lodging not to exceed the maximum allowable rates. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate.

Section 6.0 CONTRACT MANAGEMENT:

6.1 Notices: Any notice relating to this ICC, which is required or permitted to be given under this ICC by one party to the other party shall be in writing and shall be addressed to the designated point of contact at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's email address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

6.2 Points of Contact: The parties shall direct all correspondence, notices, invoices and payments to:

TEA (Receiving Party)	Name (Performing Party)
Tim Regal	Pat Page
Director, Educator Evaluation and Support	Director of Teaching and Learning
Educator Leadership and Quality	Education Service Center, Region 09
Texas Education Agency	301 Loop 11
Tim.Regal@tea.texas.gov	Wichita Falls, Texas 76306
1701 N. Congress Avenue, Suite	pat.page@esc9.net
Austin, Texas 78701-1494	940-397-8270

Section 7.0 CONTRACT AMENDMENT:

Any modifications, additions, or deletions, to the specified deliverables or terms and conditions of this ICC, including the allocation of additional funds to the current list of proposed activities, or any extensions of the ICC shall be processed through a written amendment and executed by both parties.

Section 8.0 ENTIRE CONTRACT:

This ICC together with the documents mentioned herein and which are incorporated herein by this reference, contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this contract shall be of no force or effect unless contained in a subsequent amendment executed by both parties.

8.1 Appendixes:

8.1.1 Appendix One, Description of Services

8.1.2 Appendix Two, Budget

8.2 Attachments:

Attached hereto and made a part hereof by reference are the documents indicated below with an "X" beside each:

- General Provisions
- Special Provisions A, Program Specific
- Special Provisions B, Debarment (required if utilizing federal funds)
- Special Provisions C, Lobbying (required if utilizing federal funds & over \$100,000)
- Special Provisions D, Historically Underutilized Business Subcontracting Plan (HSP) (required for projects over \$100,000)

Section 9.0 CERTIFICATIONS:

RECEIVING PARTY further certifies that it has the authority to receive the above services by authority granted in:

Texas Government Code, Ch. 791, Interlocal Cooperation Act and Texas Education Code, Chapter 8.

PERFORMING PARTY further certifies that it has authority to perform the above services by authority granted in:

Texas Government Code, Chapter 791, Interlocal Cooperation Act.

<p>SUBJECT TO APPROVAL, the authorized representatives of the undersigned parties bind themselves to the faithful performance of this ICC. It is mutually understood that this ICC will be effective on the earliest date shown in Section 3.0.</p>	
RECEIVING PARTY	PERFORMING PARTY
TEXAS EDUCATION AGENCY	<i>Region 9 ESC</i>
Name	Name
By: <u><i>Shirley Beaulieu</i></u>	By: <u><i>Wesley Poirer</i></u> , Executive Director
Shirley Beaulieu Associate Commissioner Finance/ CFO	Name Title
<u>12-18-15</u>	<u>11/24/15</u>
Date	Date
<p>Return (3) copies with original signature to:</p> <p>Norma Barrera, Director Purchasing, Contracts and Agency Services Texas Education Agency 1701 North Congress Avenue, Room 2-125 Austin, Texas 78701-1494</p> <p>Or Submit an Electronic Copy to: TEAcontracts@tea.texas.gov</p>	

Appendix One DESCRIPTION OF SERVICE

I. Purpose and Objectives:

The purpose and goal of the Educator Evaluation Support Project is to establish a relationship between the agency and the regional education service center (ESC) to provide local education agencies (LEA's) the professional development and technical assistance needed to endure their successful implementation of the new teacher and principal evaluation and support systems, T-TESS and T-P ESS, respectively. The ESC will be responsible for (1) identifying trainers for LEA appraisers and shepherding those trainers through a year-long process to become trainers for the new evaluation and support systems, and (2) training districts that will implement the new teacher and/or principal evaluation systems in the 2016-2017 school year.

In addition, the ESC will provide support and collect feedback from districts in its region that participate in the new evaluation system's refinement year. It is anticipated that the ESC will incur costs outside of its routine functions in order to meet these needs, including substantial training costs, travel costs, materials productions, and costs to support districts in the midst of transitioning to the new system.

II. Objectives and Target Outcomes

Evaluation Systems Appraisers Training

The evaluation systems appraisers training component makes available funding to provide T-TESS and T-P ESS training activities for trainers, potential trainers, and participating LEA's. This component of the contract requires the ESC to meet the following goals:

- Build a cohort of effective trainers to assist with the training needs for the 2016-2017 school year;
- Provide timely and effective training with fidelity to LEA appraisers participating in T-TESS and/or T-P ESS during the 2016-2017 school year; and
- Throughout feedback, assist the agency and the state evaluation hub with building and refining training materials that better serve the needs of LEA's.

Refinement Year District Support

The refinement year district support component makes available funding to provide training and technical assistance to LEA's implementing T-TESS and/or T-P ESS during the 2015-2016 school year. This component of the contract requires the ESC to meet the following goals:

- Contacting districts and responding to their implementation needs; and
- Contacting participating educators and responding to their professional development needs.

III. Project Expectations

The ESC will participate with TEA and the state evaluation hub in the successful training and support of LEA's that implement T-TESS and/or T-P ESS up to and through the 2016-2017 school year. The following are the project expectations for the ESC.

- The ESC and its trainers will deliver T-TESS and T-P ESS trainings and fidelity, adhering to and thoroughly communicating the purpose and process of T-TESS and T-P ESS.
- The ESC and its trainers will not remove or substitute portions of the training materials for T-TESS and T-P ESS and will deliver with fidelity the content of each training.
- The ESC will provide training attendees with the necessary printed materials for T-TESS and T-P ESS training sessions, including refresher trainings and on-day trainings.
- The ESC will designate a lead trainer for the ESC who will be responsible for:

- Communicating with TEA, the state evaluation hub, and other certified trainers within the ESC's region;
- Ensuring the quality of training with the region;
- Coaching and mentoring trainers, calibrating trainers on training materials, and responding to participant feedback to provide additional support to trainers, as needed;
- Maintaining and providing to the state evaluation hub an accurate database of the region's trainers;
- Identifying and communicating strengths and needs of the appraisal systems, as a means of establishing statewide refinements options, during state appraisal video conferences and in-person meetings;
- Participating in statewide network meetings, including virtual and web-based forums;
- Establishing regional process for providing technical assistance to districts in both the planning and implementation phases; and
- Verifying and submitting training, portal account rosters, and other relevant data in a timely manner.
- The ESC will provide and/or disseminate updates to the region's trainers on all information relevant to T-TESS and T-PESS training in a timely manner.
- The ESC will provide, as needed, overviews of T-TESS and T-PESS to districts within the region prior to their implementation to T-TESS and/or T-PESS so that such districts can appropriately plan for successful implementation during the 2016-2017 school year.
- The ESC will provide support to LEA's implementing T-TESS and/or T-PESS, which could include, as needed:
 - Additional training and support for staff hired mid-year;
 - Additional support for appraisers struggling to implement T-TESS and/or T-PESS;
 - Providing support and/or training in areas such as coaching or conferencing to support/strengthen the implementation of T-TESS/T-PESS; and
 - Hosting or facilitation regional meetings for T-TESS and/or T-PESS districts that provide support, training, calibration, or otherwise strengthen the implementation of T-TESS and/or T-PESS.

Progress reports will be submitted the 15th day following the close of each reporting period.

Quarterly reporting periods for this project are as follows:

- September 1, 2015 – November 30, 2015; Report Due December 15, 2015
- December 1, 2015 - February 28, 2016; Report Due March 15, 2016
- March 1, 2016 - May 31, 2016; Report Due June 15, 2016
- June 1, 2016 – August 31, 2016; Report Due September 15, 2016

IV. Funding

Funding to the ESC is based on a formula that takes into consideration the total number of students in anticipated T-TESS districts, the total number of campuses in anticipated T-PESS districts, and adjustment for diseconomies of scale. Subtracted from that number is the amount the ESC has already received to support this project in the form of grants awarded during the 2013-2014 and 2014-2015 school years.

Total Amount Awarded	\$79,535.00
Amount Awarded in 2013-2014 Grant	\$38,225.00
Amount Awarded in 2014-2015 Grant #1	\$11,775.00
Amount Awarded in 2014-2015 Grant #2	\$4,535.00
Remaining Award/Contract Amount	\$25,000.00

The staff member(s) listed in the tables below will direct the overall project throughout the duration of the contract, and/or will coordinate major activities during each phase of the project in fulfillment of the contract.

Educator Evaluation Support Project		
	T-ESS	T-PESS
ESC project administrator and primary TEA Contract:	Pat Page	Pat Page
Project administrator's email address:	<u>Pat.page@esc9.net</u>	<u>Pat.page@esc9.net</u>
Project administrator's phone number:	940-397-8270	940-397-8270

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