MEMORANDUM OF UNDERSTANDING

BETWEEN EDUCATION SERVICE CENTER REGION 11

AND Lewisville ISD

(*District, Charter, ESC Name*)

THIS Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the Education Service Center Region 11, ("ESC Region 11") and Lewisville ISD ("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 this 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 that performance or those payments from current revenues legally available to that Party; and

WHEREAS, each Party finds that the performance of this Agreement is in the common interest of the Parties, that the MOU will benefit the public interest, and that the costs set forth herein fairly compensates the performing party for the services or functions under this Agreement.

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

AGREEMENT

1. **DESCRIPTION OF SERVICE:** LIP, TIP, TAP, Performance Management, **(***ex. School Board Training***)**
   Campus(es) Include

   CENTRAL EL
   DELAY MIDDLE
   STEM ACADEMY AT GRIFFIN MIDDLE
   HUFFINES MIDDLE
   INDEPENDENCE EL
   INDIAN CREEK EL
   LAKELAND EL
   LAKEVIEW MIDDLE
   LEWISVILLE EL
   MARJORY VICKERY EL
   MARSHALL DURHAM MIDDLE
   MILL STREET EL/Valley Ridge
   PARKWAY EL
   ROCKBROOK EL
   SOUTHRIDGE EL
   STEM ACADEMY AT HEDRICK MIDDLE

Notes:

2. PURPOSE / REASON

Services may include any combination of the following:

Local Improvement Plans (LIPs) are locally developed and maintained improvement plans that are meant to address areas of low performance on a campus

Case Management:
The Targeted Improvement Plan (TIP) helps prioritize gaps in our school systems and practices, aligned to the aspirational framework of the ESF. Under the guidance of the ESC case manager, campus and district leaders will build a strategic plan designed to achieve campus vision and begin the initial implementation of the strategic plan.

Turnaround Plan:
The Turnaround Plan (TAP) helps strengthen foundational practices in our school systems, aligned to the aspirational framework of the ESF. Under the guidance of the ESC case manager, campus and district leaders will build a strategic two-year plan designed to achieve the campus vision of improving student outcomes.

Performance Management:
Performance Management is a systematic and continuous process of identifying, measuring, and reflecting on the qualitative and quantitative data of implementation of key initiatives aligned to the priorities and goals of the organization. Under the guidance of the ESC case manager, campus and district leaders will engage in performance management walks and data stepback meetings.

3. DUTIES AND RESPONSIBILITIES

3.1 ESC REGION 11 Duties and Responsibilities.

- Communicate with DCSI/Principal Supervisor/Principal and build a trusting, supportive relationship.
- Collaborate with the DCSI, principal, and principal supervisor to determine the highest leverage focus areas for campus improvement for Local Improvement Plan creation and completion, if needed. Submit plans prior to TEA submission date.
- Collaborate with the DCSI, principal, and principal supervisor to determine the highest leverage focus areas for campus improvement for Targeted Improvement Plan creation and completion.
- Collaborate with the DCSI, principal, and principal supervisor to determine the highest leverage focus areas for campus improvement for Turnaround Plan creation and completion.
- Collaborate with the DCSI, principal, and principal supervisor to provide Performance Management walks and facilitate data stepback meetings.

3.2 Lewisville ISD (*District or Charter name*) **Duties and Responsibilities:**

The District Coordinator of School Improvement (DCSI) or Principal Supervisor agrees to:

- Engage in all Local Improvement (LIP) training and calls as determined by the TEA and ESC Region 11.- Develop Local Improvement Plans with the support of the campus principal and campus intervention team.- Maintain an open, ongoing dialogue with the ESC Region 11 Case Manager regarding the Local Improvement Plan process efforts.
- Engage in all Targeted Improvement (TIP) training, calls, and feedback sessions, as determined by the TEA and ESC Region 11.
- Develop Targeted Improvement Plans with the support of the campus principal and campus intervention team, and submit plans to ESC Region 11 case manager for feedback prior to TEA submission date.
- Ensure district staff quickly address campus needs and provide access to adequate resources including funds allocated by TEA in order to effectively implement targeted improvement plans.
- Maintain an open, ongoing dialogue with the ESC Region 11 Case Manager, regarding the Targeted Improvement Plan process efforts.
- Engage in all Turnaround Plan (TAP) training, calls, and feedback sessions, as determined by the TEA and ESC Region 11.
- Develop Turnaround Plans with the support of the campus principal and campus intervention team, and submit plans to ESC Region 11 case manager for feedback prior to TEA submission date.
- Maintain an open, ongoing dialogue with the ESC Region 11 Case Manager regarding the Turnaround Plan process efforts.
- Engage in all Performance Management training, calls, and feedback sessions, as determined by the TEA and ESC Region 11.
- Maintain an open, ongoing dialogue with the ESC Region 11 CI Administrator Coach regarding Performance Management process efforts.
- Collaborate with the CI Administrator Coach and principal throughout the Performance Management process.

4. TERM OF AGREEMENT

This Agreement shall be effective as of the date of authorized signatures of both parties to:

September 1, 2026 - June 30, 2027 (*list specific date range and/ or end date*)

5. TERMINATION

A Party may terminate this Agreement for any reason by providing the other party thirty (30) days prior written notice of the cancellation. The Receiving Party shall be responsible for all obligations to make payments to ESC Region 11 for all services rendered until termination of services.

6. AGREEMENT AMOUNT AND COMPENSATION

For and in consideration of the services to be provided by ESC Region 11 under this Agreement, the Receiving Party will pay ESC Region 11 a total amount of $0.00.

Basis for allocation of total amount listed above:

Local Improvement Plan:	$0.00 Grant Funded
Targeted Improvement Plan:	$0.00 Grant Funded
Turnaround Plan:	$0.00 Grant Funded
Performance Management:	$0.00 Grant Funded

Note: House Bill 462 (HB 462, 83rd Regular Session, Tex. 2013) prohibits the adoption and/or use of the Common Standards at the state, regional, and local levels. The Parties agree 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 Parties acknowledge and agree 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.

7. 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 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 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., restroom) are designated according to one's biological sex;

(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.

8. 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.

Lewisville ISD	EDUCATION SERVICE CENTER REGION 11
District, Charter, ESC Name	
_____	_____
Signature Date	Clyde W. Steelman, Jr. Date Executive Director

Print Name: _____ Title: _____

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: Jessica Wheat email: Jessica.Wheat@esc11.net

Ph # 817-740-7797