

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
AND
ANGELO STATE UNIVERSITY**

Angelo State University (herein referred to as 'ASU') and Ector County Independent School District (herein referred to as the 'School District') enter into the following Memorandum of Understanding (MOU) to support the development and delivery of the School District's "Grow Your Own" program. Collectively the parties are referred to as 'Parties'.

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in developing, maintaining and delivery of the "Grow Your Own" program.

1. SCOPE OF SERVICES

ASU and School District agree to collaborate to develop and maintain the program requirements that meet the terms of this MOU as outlined below. ASU and School District are required to meet at the onset of the MOU and may convene at least one time per year, to maintain the integrity and evaluate the effectiveness of the Program.

It is agreed by all parties that the overarching goal of the "Grow Your Own" program is to recruit qualified candidates at the district level for placement in the ASU M.S. in Professional School Counseling program and, upon candidates' completion of the program requirements, retain those candidates in school counselor positions within School District as a means to supplement district counseling programs.

2. TERMS.

Subject to any annual approvals that may be required by law, by the Texas Education Agency ("TEA"), by the Texas Higher Education Coordinating Board ("THECB"), or by the United States Department of Education ("USDE"), the term of this MOU shall commence upon **August 1, 2022** ("Commencement Date") and shall end on **July 31, 2024**, unless terminated earlier. Notwithstanding the foregoing, the Parties acknowledge and agree that a condition precedent to a party's signing the MOU is approval of the MOU by that party's governing board. Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, TEA, THECB, and USDE, this MOU may be extended for a one-year renewal term ("Renewal Term"). As used in this MOU, "Term" shall mean the initial term. The initial term as may be extended by the Renewal Term, or such shorter period of time in the event of termination of this MOU.

3. PROGRAM COMPLETION REQUIREMENTS

Candidate shall adhere to program curriculum as prescribed in the ASU Graduate Catalog at the time of candidate's enrollment and as outlined in the candidate's

official degree plan. Any deviations from this could result in delay of degree and/or certification and/or dismissal from the Program.

4. **COUNSELOR CANDIDATE SELECTION, SUPERVISION, AND EVALUATION.**

a. School District

The School District shall select participating candidate(s) for program participation and refer them to ASU for application process and enrollment.

School District will work with ASU's Educator Preparation Information Center to complete all necessary paperwork for Intern Certification. After successful completion of at least 12 hours of ASU coursework and passing of TExES School Counselor exam, along with any applicable Texas Administrative Code and additional ASU requirements, candidates will be eligible for School District to hire on Intern Certification, beginning **August, 2023**.

School District will work with ASU to provide a Site Supervisor. Through the collaboration of the ASU EPP with the district or campus administrator, the site supervisor will be selected (TAC, 2018). The site supervisor (mentor) is the person that is employed where the candidate will complete their practicum activities. This person should have experience in school counseling and should serve as a mentor and advocate for the candidate. The site supervisor must be an educator who has at least three years of experience as a school counselor; who is currently certified as a school counselor; who has completed (or will complete) training by the ASU Education Preparation Program (EPP) within three weeks of being assigned to a candidate; who is an accomplished educator as shown by student learning; who guides, assists, and supports the candidate during the practicum, and who reports the candidate's progress to the candidate's field supervisor.

b. Angelo State University

ASU will guide candidates through the application process and ensure they meet admission criteria for College of Graduate Studies and Research. Once admitted into the Master of Professional School Counseling program at ASU, candidates will be assisted by ASU faculty and staff with enrollment and course registration processes.

After successful completion of at least 12 hours of ASU coursework and passing of TExES School Counselor exam, along with any applicable Texas Administrative Code and additional ASU requirements, candidates will be eligible for School District to hire on Intern Certification, beginning **August, 2023**. School District will work with ASU's Educator Preparation Information Center to complete all necessary paperwork for Intern Certification. While on Intern

Certification, candidate will receive supervision from both a site supervisor (mentor) and a field supervisor, hired by ASU. Both supervisors shall be certified as school counselors per Texas Administrative Code.

The site supervisor (mentor) is the person that is employed where the candidate will complete their practicum activities. This person should have experience in school counseling and should serve as a mentor and advocate for the candidate. The site supervisor must be an educator who has at least three years of experience as a school counselor; who is currently certified as a school counselor; who has completed (or will complete) training by the ASU Education Preparation Program (EPP) within three weeks of being assigned to a candidate; who is an accomplished educator as shown by student learning; who guides, assists, and supports the candidate during the practicum, and who reports the candidate's progress to the candidate's field supervisor. Through the collaboration of the ASU EPP with the district or campus administrator, the site supervisor will be selected (TAC, 2018).

The ASU EPP will hire a field supervisor for each candidate. This supervisor must be currently certified, preferably with advanced credentials (school counselor certification), and will observe candidates, monitor their performance, and provide constructive feedback to improve their effectiveness as educators. In addition, the field supervisor will have completed TEA-approved observation training, pursuant to TAC 228.35: "For each formal observation, the field supervisor shall participate in an individualized pre-observation conference with the candidate; document educational practices observed; provide written feedback through an individualized, synchronous, and interactive post-observation conference with the candidate; and provide a copy of the written feedback to the candidate's site supervisor".

The candidate will be evaluated through documented feedback by the campus supervisor and field supervisor. In addition, candidates will be required to complete and submit to their professor in accordance with timelines all requirements for the internship course, including maintaining an accurate log of hours, reflection and self-evaluation, and other necessary documentation.

5. LOCATION OF COUNSELOR CANDIDATE.

The candidate shall be located within participating School District. It is at the discretion of the School District as to the physical location of the candidate's office space; however, it is agreed by all parties that the candidate(s) must remain at the identified campus of need through the duration of their internship.

6. COUNSELOR CANDIDATE COURSE AND CERTIFICATION

SUCCESS

Candidate is expected to comply with all MS in Professional School Counseling expectations, including those outlined in the Program Handbook, as well as policies and procedures outlined in the ASU Student Handbook, the ASU Graduate Catalog, any TEA and TAC guidelines, and any guidelines established by Parties related to this opportunity.

Candidate will be provided with a degree plan upon acceptance into the ASU degree program that must be signed and returned. Candidate will also be provided with an outline of the course rotation to be completed in order to stay on track to finish in the allotted time of the grant.

In order to complete all School Counselor certification requirements, candidates must:

- Complete an approved School Counselor Educator Preparation Program,
- Complete the MS in Professional School Counseling degree,
- Complete the TExES School Counselor exam with a passing score,
- Have two years of classroom teaching experience in a public or accredited private school

Documentation of all requirements must be submitted to the EPP at ASU for verification prior to recommendation for certification.

7. PROFESSIONAL DEVELOPMENT.

Candidates will meet regularly, a minimum of one time per month, with either School District and/or ASU personnel to ensure that they are receiving professional development. The School District will be responsible in ensuring candidates attend offered trainings.

The field supervisor, hired by ASU, will meet with candidate three times per semester during the internship. In addition, ESC 15 offers regularly scheduled trainings in San Angelo for school counselors that ASU candidates are eligible to participate in.

8. DATA SHARING.

Candidates agree to allow School District to have access to educational records at ASU as needed, and will set up the FERPA Authorized Proxy as such. School District agrees to share information regarding candidate with ASU as needed to determine adequate progress toward completion of requirements and for any evaluation purposes.

9. COMPLIANCE.

School District agrees to participation in project through

- identification of candidates
- provision of copy of signed MOU to ASU (sample provided) between district and candidate outlining:
 - terms of agreement to include:
 - course completion

- amount of financial support for tuition
- maintenance of placement of candidate on identified campus of need for full duration of internship
- supervision of candidates
- provision of information to Parties as needed

10. AMENDMENTS/REVISIONS.

This MOU may only be amended by mutual written agreement of the Parties.

11. NOTICE.

All notices, demands, or requests from one party to the other may be personally delivered or sent by email and mail, certified or registered, postage prepaid, to the addresses stated in this section, and are considered to have been given at the time of personal delivery or mailing.

12. TERMINATION.

Each party to the MOU may terminate this agreement upon thirty (30) days prior written notice to the others. All notices, demands, or requests shall be given or mailed to:

EPICenter
 Angelo State University
 ASU Station #10914
 San Angelo, Texas 76909
 (325) 942-2209
 epicenter@angelo.edu

All notices, demands, or requests to School District shall be given or mailed to (Point of Contact):

_ [Name]
 _ [Title]
 _ [Address]

Tel:
 Email: _____

13. CHOICE OF LAW.

This MOU is to be performed in Texas, and is governed by the Constitution and the internal laws of the State of Texas. The exclusive venue of any suit arising from this MOU shall be in Tom Green County, Texas.

14. NONASSIGNABILITY.

Parties herein shall not assign any interest in this MOU and shall not transfer any

interest in same without prior written consent of the Parties.

15. INDEPENDENT CONTRACTOR.

Parties shall provide services pursuant hereto, as independent contractors. The Parties understand that the tasks, the details of which the Parties do not have legal right to control and no such control are assumed by this MOU. This MOU does not create an employment relationship, partnership, or joint venture between the Parties (or its employees). None of the Parties nor its employees shall be deemed employees of one another for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by a party.

16. NO THIRD-PARTY BENEFICIARIES.

Nothing in this MOU, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this MOU or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.

17. COUNTERPARTS.

This MOU may be executed in counterparts, each one of which shall be an original, and different Parties may sign different counterparts, all of which shall constitute but one document.

18. NON-FUND OBLIGATING DOCUMENT.

Nothing in this MOU obligates any party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

ASU is held harmless in the exchange of money between ESC and School District and between School District and Participant.

19. COMPLIANCE WITH LAWS.

Parties will fulfill their respective responsibilities under this MOU in accordance with the provisions of law and regulation that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures.

20. ENTIRE AGREEMENT.

This MOU and any and all exhibits attached thereto shall constitute the complete agreement between the Parties relating to the subject matter herein and supersedes all prior and contemporaneous proposals, agreements, understandings,

representations, purchase orders, invoices and communications, whether oral or written relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by its duly authorized officer, to become effective as of the date stated above.

ANGELO STATE UNIVERSITY:

Dr. Scarlet M. Clouse, Dean, College of Education

Date

SCHOOL DISTRICT:

Superintendent or Designee

Date