

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

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

Angelo State University, an Institution of Higher Education of the State of Texas and Member of the Texas Tech University System (herein referred to as ‘ASU’ or ‘University’) 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 (the “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 Program is to recruit qualified candidates at the district level for placement in the ASU M.Ed. in 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.

The Parties will work together for the fulfillment of the Program.

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”), and subject to continuation of the grant funding, the term of this MOU shall commence upon **January 21, 2025** (“Commencement Date”) and shall end on **July 31, 2030**, 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. This Agreement may be terminated by either Party without cause by providing written notice of termination to the other Party at least thirty (30) days prior to the date of termination.

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 agrees to be responsible for up \$13,990 (per student with student covering remainder of education costs through scholarship or personal funds) of the cost of candidates' coursework for the M.Ed. in School Counseling Program with ASU. Candidates who fail, withdraw from, or otherwise do not successfully complete courses may be delayed in completing the program. Candidates who do not successfully complete courses for any reason will be required to meet all program requirements for Internship Certificate, TExES Certification Approval, and program completion, which may include retaking coursework.

School District will work with ASU's Educator Preparation Information Center (EPI Center) to complete all necessary paperwork for Internship 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 (TAC) provisions and additional ASU requirements, candidates will be eligible for School District to hire as Guidance Apprentices **August 2025** and may be eligible to obtain Internship Certification beginning **January, 2026**.

A Site Supervisor will be provided in accordance with Texas Administrative Code (TAC §228.99) and ASU requirements. The Site Supervisor is selected and assigned by the School District/campus administrator. The Site Supervisor is responsible for providing the candidate with required documentation of credentials and experience, per TAC 228.99. The site supervisor (mentor) is the person that is employed where the candidate will complete their practicum activities. The site supervisor must be an educator who has at least three years of experience as a school counselor; who holds a valid school counselor certification; 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 Education in 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 (TAC) provisions and additional ASU requirements, candidates will be eligible for School District to hire as Guidance Apprentices **August 2025** and may be eligible to obtain Internship Certification beginning **January 2026**. School District will work with ASU's Educator Preparation Information Center to complete all necessary paperwork for Internship Certification. While on Internship Certification, candidate will receive supervision from both a site supervisor (mentor) and a field supervisor, provided by ASU. Both supervisors shall be certified as school counselors per Texas Administrative Code. Candidates must be enrolled in the Internship Course for each semester they hold the Internship Certificate.

The ASU EPP will provide a field supervisor for each candidate. Per TAC §228.101, this supervisor must demonstrate accomplishment as an educator as shown by student learning, be trained by the EPP as a field supervisor, be trained annually in coaching strategies and candidate evaluation, complete Texas Education Agency (TEA)-approved training, have three years of creditable school counseling experience, hold a valid school counselor certification, and have at least a master's degree in a field related to the certification class for which supervision is being provided.

The candidate will be evaluated through documented feedback by the site supervisor and field supervisor in accordance with TAC §228.99 and §228.101. In addition, candidates will be required to complete and submit required documentation and assignments 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 the 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 the 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 M. Ed. in 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 M. Ed. in School Counseling degree,
- Complete the TExES School Counselor exam with a passing score,

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 School District personnel to ensure that they are receiving professional development. ASU personnel may also attend scheduled meetings as needed to address program-specific development. The School District will be responsible in ensuring candidates attend offered trainings.

The field supervisor, provided by ASU, will meet with candidate three times per semester during the internship. In addition, Education Service Center, Region 15 and Education Service Center, Region 18 offer regularly scheduled trainings for school counselors that ASU candidates are eligible to participate in.

8. DATA SHARING.

Candidates will be made aware that the School District will have access to their educational records at ASU as needed and will follow protocols followed by School District. 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.

FERPA. If given access to the personally identifiable information about any student during performance of the Contract, School District agrees to abide by the limitations on re-disclosure of personally identifiable information from student records as set forth in the Family Educational Rights and Privacy Act (“FERPA”) 34 CFR §99.3. To the extent School District has access to or creates “education records” (“FERPA Records”) under the Contract or is deemed a “school official,” as these terms are defined in FERPA, School District represents, warrants, and agrees that it will: (1) hold FERPA Records in strict confidence and will not use or disclose FERPA Records except as (a) permitted or required by this Contract, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard FERPA Records according to commercially reasonable administrative, physical

and technical standards that are no less rigorous than the standards by which School District protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that FERPA Records are safeguarded in accordance with the terms of this Contract. At University's request, School District agrees to provide University with a written summary of procedures School District uses to safeguard the FERPA Records. School District agrees to include same provision in subcontracts and affiliate agreements where such parties may have access to create FERPA Records. To the extent permitted by Texas law, School District will indemnify and hold harmless University from and against all claims, actions and proceedings resulting from School District's or its subcontractor's or affiliate's breach of any obligations under this paragraph.

9. **COMPLIANCE.**

School District agrees to participation in the program through

- identification of candidates
- provision of copy of signed MOU to ASU 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 ASU and the Candidate as needed

10. **AMENDMENTS/REVISIONS.**

This MOU may only be amended by mutual written agreement signed by both 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 other. 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):

Executive Director of Guidance, Counseling, and Wellness
Ector County ISD
802 N. Sam Houston
Odessa, Texas 79761
(432) 456-7040

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.

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 their 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.**

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.

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.

21. Breach of Contract Claims.

The dispute resolution process provided for in Texas Government Code, Chapter 2260 (“Chapter 2260”) and the related rules adopted by the AG pursuant to Chapter 2260 will be used by School District to attempt to resolve any claim for breach of contract made by School District that cannot be resolved in the ordinary course of business. Chapter 2260 requires School District to first provide written notice of a claim and negotiate with University before proceeding to the contested case process. University will examine School District's claim and any counterclaim and negotiate with School District in an effort to resolve such claims. Governed by rules adopted by the AG, the contested case process is School District’s sole and exclusive method to seek a remedy for breach unless, after considering the Administrative Law Judge’s report, the Legislature gives consent for School District to sue under Texas Civil Practice and Remedies Code Chapter 107. The parties specifically agree that (i) neither the execution of the Contract by University nor any other conduct, action, or inaction of any representative of University relating to the Contract constitutes or is intended to constitute a waiver of University or the State's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by University, School District will continue performance and will not be excused from performance during the period any breach of agreement claim or dispute is pending under the above processes; however, School District may suspend performance during the pendency of such claim or dispute if School District has complied with all provisions of Texas Government Code § 2251.051, and such suspension of performance is expressly applicable and authorized under that law.

22. Required Posting.

School District acknowledges and agrees that ASU is required to post certain contracts and documents relating to contract solicitations under Texas Government Code §§2054.067 and 2261.253.

23. Texas Public Information Act.

All information, documentation and other material submitted by School District for and under this Contract are subject to public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552 (“PIA”), or as otherwise

required by applicable law or judicial order. School District is hereby notified that University strictly adheres to the PIA and the interpretations thereof rendered by the Courts and the Texas Attorney General (“AG”). University will use its best efforts to maintain the confidentiality of all School District-submitted information except where University is required to disclose it under the PIA or other applicable law or judicial order.

24. **Force Majeure.**

“Event of Force Majeure” means an event beyond the control of School District or University which prevents or makes a party’s compliance with any of its obligations under this Contract illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lockouts, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive or governmental authority. No party will be considered in breach of this Contract to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Contract only so far as reasonably practicable.

25. **Not Exclusive.**

School District agrees that the Contract with University is non-exclusive, and University has the right to engage with other parties for similar or identical scopes of work, goods, or services.

26. **Survival.**

Provisions hereof that by their nature are intended to survive, including but not limited to confidentiality obligations, shall survive expiration or termination of this Contract.

27. **Severability.**

If one or more provisions of this Contract, or the application of any provision to any party or circumstance, is held, invalid, unenforceable, or illegal in any respect, the remainder of this Contract and the application to other parties or circumstances will remain valid and in full force and effect.

28. **Non-waiver of Defaults.**

University’s failure at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract will not constitute a waiver of such terms, conditions, or rights, and will not affect or impair it or

University's right at any time to avail itself of the terms, conditions, or rights under this Contract.

29. Applicable Laws & Regulations.

Each Party agrees that it will comply with all federal, state, and local laws, regulations, rules, and ordinances applicable to its performance under the MOU. If present on University's campus to perform services under this MOU, School District's personnel will comply with University's applicable policies and procedures. If present on School District's campus to perform services under this MOU, the University's personnel will comply with the School District's applicable policies and procedures. School District also agrees that, pursuant to Texas Education Code §51.9335(h), in any Contract for the acquisition of goods or services to which University is a party, any provision required by applicable law to be included in the Contract is considered to be part of the Contract whether or not the provision appears on the face of the Contract or if the Contract contains any provision to the contrary.

30. Emergency Health and Safety Procedures.


In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), the University may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the University community. In the event of Emergency, School District agrees to adhere to all such policies, procedures, and directives of University when entering or performing services on University's campus.

31. Limitations.

THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY AND SCHOOL DISTRICT TO ENTER INTO CERTAIN TERMS AND CONDITIONS, INCLUDING TERMS AND CONDITIONS (IF ANY) RELATING TO LEINS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF EACH PARTY'S LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; ANY PROVISION THAT CREATES AN UNKNOWN OR UNFUNDED LIABILITY; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY OR SCHOOL DISTRICT EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

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:


Scarlet Clouse (Jan 15, 2025 15:58 CST)

01/15/2025

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

Date

SCHOOL DISTRICT:

Superintendent or Designee

Date