



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: November 20, 2019

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Dolores Sendejo, Interim Superintendent

Item Title: Approve the Memorandum of Understanding between Texas A&M University-San Antonio and South San Antonio ISD.

Description:

The purpose of this MOU is for the parties to join in a meaningful collaboration to build initiatives that will enhance educational outcomes, increase the pursuit of higher education by District students, and to improve the overall economic wellbeing of South Bexar County. This MOU is a testimony to the commitment that both parties maintain to building a brighter future for the residents of South Bexar County and the state of Texas.

Historical Data:

First year if approved

Recommendation:

To approve the MOU as presented.

District Goal/Strategy:

Select a Goal or Strategy

Funding Budget Code and Amount:

CFO Approval

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between Texas A&M University-San Antonio ("A&M-San Antonio"), a member of The Texas A&M University System, and [ISD] (the "District"). This MOU is effective [date] ("Effective Date").

The purpose of this MOU is for the parties to join in a meaningful collaboration to build initiatives that will enhance educational outcomes, increase the pursuit of higher education by District students, and to improve the overall economic wellbeing of South Bexar County. This MOU is a testimony to the commitment that both parties maintain to building a brighter future for the residents of South Bexar County and the state of Texas.

This MOU consists of two articles. Article 1 is a nonbinding portion of this MOU containing the general understandings and intentions of the parties. Article 2 contains terms to which the parties agree to be bound beginning on the Effective Date.

Article 1

- 1.1 This Article 1 is not intended to be legally binding on either party.
- 1.2 Based on feedback from the District, the A&M-San Antonio College of Education and Human Development intends to develop and/or modify curriculum to meet District workforce needs and to build a pipeline of graduates ready to occupy positions in high-demand professions. A&M-San Antonio intends to collaborate with the District to identify the specific needs that may necessitate new degree offerings and work with designated District representatives (e.g., principals; instructional leaders; and curriculum and instruction staff) to design programs to meet the unique needs of the District. A&M-San Antonio intends to launch and/or modify specific degree offerings in agreed-upon high-demand areas that support the District's efforts to recruit, retain, and enhance the instructional, administrative, and paraprofessional staff needs of the District.
 - (a) Through collaboration with the District, A&M-San Antonio has preliminarily identified the following subject matter as the most immediate needs for additional educational programming:
 - (1) Behavioral analysis;
 - (2) English learning programs including bilingual education and ESL programs; and
 - (3) Special education: including autism spectrum, visual/hearing impaired, and gifted and talented.
- 1.3 A&M-San Antonio further agrees to work in conjunction with each of the partner ISDs to develop a variety of methods to deliver dual credit courses.
- 1.4 A&M-San Antonio will coordinate with Palo Alto College (PAC) to create a pathway program for PAC graduates to matriculate to an appropriate teacher education program in A&M-SA's College of Education and Human Development, with the intent of increasing the availability of highly trained professional educators for hire by partner ISDs.
- 1.5 A&M-San Antonio intends to, in good faith effort, work to offer graduate education cohort opportunities within the District for educational programs offered by A&M-San Antonio. Should A&M-San Antonio not offer educational programs in an identified need area, A&M-San Antonio intends work toward development of such programs for the good of both

parties. The District intends to work solely with A&M-San Antonio as an educational provider for graduate education cohorts within the District for programs offered by A&M-San Antonio. Should the need arise to greatly expand graduate education cohort programs, the District intends to offer A&M-San Antonio the first opportunity for these expanded agreements.

- 1.6 In addition to development of academic programming at the A&M-San Antonio campus, A&M-San Antonio intends to work with the District to explore the potential for Senate Bill ("SB") 1882 partnerships within the District. A&M-San Antonio shall endeavor to develop community laboratory school models that meet the uniquely-defined needs of the District and A&M-San Antonio. Development of SB 1882 partnerships are contingent upon the agreement between A&M-San Antonio and the District, the approval of the District's school board, the approval of The Texas A&M University System Board of Regents, and the approval of the Commissioner of Education. For approved partnerships, A&M-San Antonio shall collaborate with the assigned District leadership to design the laboratory school model in a manner that integrates A&M-San Antonio faculty, students, and near-peers within the SB 1882 guidelines and consistent with the intended District outcomes. The program methodology and model would be individually designed to fit the needs of each identified campus.
 - (a) A&M-San Antonio intends to work in collaboration with the District to ensure that all SB 1882 applications are properly completed and submitted timely to meet the agreed-upon implementation timeframe.
 - (b) A&M-San Antonio would be the operating party for each SB 1882 partnership and, as such, would collaborate with the District to ensure that each campus is focused on improved student outcomes. As the operating party, A&M-San Antonio would work collaboratively with the District to select appropriate staffing for each identified school campus and would appoint at least one fulltime faculty member for each identified campus to serve as a faculty-in-residence. In addition, A&M-San Antonio would collaborate with the District to implement a model whereby additional appropriate A&M-San Antonio faculty, professional staff, advisors, clinical teachers, and near peers are integrated into the SB 1882 partnership model. Within each SB 1882 partnership, A&M-San Antonio would work collaboratively with the District to offer opportunities for professional development for District teachers and staff.
 - (c) In order to advance the mutual goal of improved economic development within South Bexar County, District intends to identify A&M-San Antonio as District's sole higher education partner for the development of SB 1882 agreements. The District would ensure appropriate faculty and staff are included in the development and implementation of agreed SB 1882 partnership models at designated sites, and facilitate communication with District personnel, parents, community partners, and other support agencies, as needed. Should the need arise to greatly expand SB 1882 partnerships, the District intends to offer A&M-San Antonio the first opportunity for these expanded agreements.
- 1.7 The District intends to recognize A&M-San Antonio as the District's preferred higher education partner for professional development of District teachers and staff; as its preferred partner for dual credit within SB 1882 agreements; and as its preferred partner for the development of summer bridge programs. Pre-existing ISD agreements with college and university partners are exempted from these terms.
- 1.8 A&M-San Antonio and the District intend to collaborate to engage in:

- (a) Joint marketing for college degree attainment;
 - (b) Shared-use agreements, where practical, specifically for children with special needs;
 - (c) Pre-college programs and initiatives that enhance academic readiness;
 - (d) Pipeline programs or cohort models for specialty needs; and
 - (e) Data sharing agreements that help facilitate partnership outcomes.
- 1.9 A&M-San Antonio and the District intend to identify specialty programs targeted at college readiness for parents, and special populations within the District, including:
- (a) Parent programs;
 - (b) Targeted programing for special populations including Early College High School advising, foster youth, DREAM students, top 10% students, and autistic students;
 - (c) Joint-marketing materials for college readiness;
 - (d) Financial literacy programs;
 - (e) Field base coursework and research efforts across a variety of A&M-San Antonio disciplines; and
 - (f) Leadership programs for high school student government officers and/or high potential student leaders.
- 1.10 A&M-San Antonio and the District intend to develop joint proposals for agreed-upon external funding that specifically targets:
- (a) Closing the digital divide;
 - (b) Enhancing college readiness specifically in mathematics and English;
 - (c) Technology programs that introduce students to principles of computing, programming, and other high demand careers within the K-12 pipeline;
 - (d) Pathways for special education students to pursue higher education; and
 - (e) Other needs as they arise.
- 1.11 The parties intend to work with a spirit of collaboration to enhance programs that meet the needs of the District and A&M-San Antonio, and to agree on annual priorities to ensure resource allocation, collaboration, and shared agreements to meet the collective needs of the District and A&M-San Antonio.

Article 2

- 2.1 This Article 2 is not intended to be legally binding on the parties.
- 2.2 A&M-San Antonio's Office of the President and Office of the Dean for the College of Education and Human Development and the District superintendent and other representatives shall meet, at a minimum, on a quarterly basis to review progress toward identified areas of collaboration including program offerings, recruitment, SB 1882 operations, graduate education, and proposals for external funding.
- 2.3 Each party acknowledges that neither party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither party should or may take any action or fail to take any action in detrimental reliance on Article 1. Any specific activity developed under this MOU must be detailed in a subsequent agreement, signed by each party's authorized representative, describing the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

- 2.4 Each party shall bear its respective costs, risks, and liabilities incurred by it as a result of its activities under this MOU. Neither A&M-San Antonio nor the District has any right to any reimbursement, payment, or compensation under this MOU. Any such obligations must be addressed in separate written agreements between the parties.
- 2.5 This MOU commences on the Effective Date and terminates [?] later unless sooner terminated by either party with 30 days written notice to the other or extended by written agreement of the parties.
- 2.6 Each party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws and regulations.
- 2.7 The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this MOU and all of the transactions it contemplates. Venue for any claim arising out of or relating to this MOU or any of the transactions it contemplates must be in Bexar County, Texas.
- 2.8 Any notices required or permitted under this MOU will be deemed given: (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, an in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:
- (a) A&M-San Antonio: [address]
[fax]
[email]
 - (b) District: [address]
[fax]
[email]
- 2.9 As used in this MOU, the term "partnership" (including all its derivatives) is used solely with the meaning of "collaboration" and is not intended to create any rights or obligations (other than those contractual obligations expressly provided in this MOU) under the laws of partnership of any jurisdiction. The parties are independent contractors and not agents or employees of each other. Neither party may make any statements, representations, or commitments or take any action which binds the other party, except as may be explicitly provided in this MOU or authorized in writing.
- 2.10 This MOU contains the entire understanding of the parties as to its subject matter and supersedes all other written and oral agreements between the parties as to that subject matter.
- 2.11 This MOU is assignable only with the written consent of both parties.
- 2.12 Nothing in this MOU waives or relinquishes either party's right to claim any exemptions, privileges, and immunities as may be provided by law.
- 2.13 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent

jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.

Each party enters into this MOU as of the Effective Date.

Texas A&M University-San Antonio

[District]

By: _____
Dr. Cynthia Teniente-Matson
President

By: _____
[Name]
[Title]