

# Board of Trustees

## Executive Summary of Board Agenda Item

Meeting Date: \_\_\_\_\_

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information  Discussion  Action

Item Type:

Curriculum & Instruction  HumanResources  Business Services

Staff Responsible:

\_\_\_\_\_  
*Signature of Requester(s)*

\_\_\_\_\_  
*Signature of Presenter(s)*

\_\_\_\_\_  
*Business Services Approval (Initials)*

\_\_\_\_\_  
*Date*

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Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



# PREP Grow Your Own Memorandum of Understanding: 2026-2027

This Memorandum of Understanding (“Agreement”) is entered into on \_\_\_\_\_ between Canutillo ISD (hereinafter “School System”) and Education Service Center Region 19 (hereinafter “EPP”).

## 1. Purpose

- The purpose of this Agreement is to articulate the nature and expectations of the agreement between the School System and the Educator Preparation Program associated with implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter “PREP GYO Program”) in compliance with Texas Education Code §21.906 and 48.157 and relevant Texas Administrative Code sections.
- The PREP GYO Program enables school systems, through partnering with qualified IHEs and educator preparation programs, to establish innovative staffing pipelines that prepare and retain educators and thereby, increase student access to high-quality classroom teachers. The PREP GYO Program provides funding through participating school systems to support eligible school system employees (hereinafter “GYO participants”) in completing a bachelor’s degree and enrolling in a preparation program to ultimately become a certified teacher while employed by the school system.

## 2. Authority & Citations

This Agreement is intended to satisfy the PREP partnership components and applicable requirements in Texas Education Code (TEC) §§ 21.902, 21.906, and 48.157, and Texas Administrative Code (TAC) Chapter 228 (as applicable).

## 3. Term & Renewal

This Agreement begins on \_\_\_\_\_ and ends on \_\_\_\_\_ (2026–2027 school year). It may be renewed or amended by mutual written agreement of the Parties.

## 4. Collaborative Goals

- Establishing structures for quality of implementation, including:
  - Establish and communicate compliance procedures associated with participation in the PREP GYO Program.
  - Selection of GYO participants according to a set of mutually determined criteria.
  - Establish regular communications processes and expectations to ensure information and feedback is shared on an ongoing basis.
  - Develop processes and data sharing agreements to support continuous improvement efforts, including monitoring and evaluating the GYO participants’ progress in earning a bachelor’s degree and enrolling in an educator preparation program within three years of beginning participation in the PREP GYO Program.

- Ensuring GYO participants complete all necessary coursework, training, and requirements in compliance with PREP GYO Program, by providing GYO participants with:
  - Completion of the bachelor’s degree and acceptance into an Educator Preparation Program (hereinafter “EPP”) within three (3) years.
  - Monthly scheduled release time to support the completion of their bachelor’s degree, including time to complete field-based experiences, course assignments, and targeted activities.
  - Authentic opportunities to practice teaching under the supervision of one or more cooperating teachers, including small group instruction, leading instructional routines, and lesson planning.
  - On-the-job training aligned with the standards for educator certification established by the board.
  - Guidance and other transition supports as the GYO participant begins a program to satisfy the teacher preparation requirements under Section 21.04421, 21.04422, or 21.04423.

## 5. Progress Monitoring of Program Quality

- Cadence: The Parties will meet at an agreed upon cadence.
- Participation: Each Party will identify expected participants (e.g., district leadership, program manager, campus leaders; key IHE leadership and faculty) and roles within the governance structure.
- Scope: Parties agree to review successes, opportunities for growth, discuss changes for additional years, and partnership viability.
- Data-Sharing Framework: Establish processes to share non-identified School System performance data between the Parties for monitoring and evaluation of GYO candidate preparation and effectiveness.

## 6. Allocation of Costs & Resources

- Allocating costs and resources accordingly, including:
  - Each party bearing its own expenses in connection with its obligations pursuant to this Agreement.
  - Acting with fiduciary responsibility to ensure compliance with the requirements set forth in PREP GYO Program guidelines (TEC §21.906(e)).
  - Developing a plan surrounding programmatic costs that enable support for GYO participants and overall PREP GYO Program implementation.

## 7. Data Sharing & FERPA

- The Parties will share and co-analyze non-identified PK–12 performance data for the purpose of preparing GYO candidates to positively impact PK–12 student learning and for the continuous improvement of the EPP.
- The parties will share information related to GYO participant progress to support monitoring and participant success.
- For purposes of the Family Educational Rights and Privacy Act (FERPA), the School System designates Dr. Oscar Rico ("FERPA Designee") as a school official with a legitimate educational

interest to the extent required to fulfill obligations under this Agreement. The FERPA Designee shall comply with FERPA as to any such educational records.

## **8. Additional School System Specific Obligations**

- Identify appropriate staff needed to support the implementation of the PREP GYO Program.
- Require GYO participants to, as a condition for participation, earn a bachelor's degree and enroll in an educator preparation program within three years of beginning participation in the partnership.
- Employ GYO participants in a job assignment that spends at least 25% of their day focused on instructional support, including the requirement to practice teaching under the supervision of a cooperating teacher.
- Pair GYO participants with a trained cooperating teacher who agrees to participate in that role in a PREP GYO program at the school system.
- Provide GYO participants with monthly scheduled release time to support completion of a bachelor's degree while remaining employed in the school system. The School System must work with the IHE to establish a release time schedule that addresses the participants' needs.
- Ensure that GYO participants attain an Educational Aide III certificate within the first year of beginning participation in the PREP GYO Program.

## **9. Additional EPP Specific Obligations**

- Provide key staff member(s) to support the implementation of the PREP GYO Program.
- Ensure that GYO participants enroll in the EPP within three years of beginning participation in the PREP GYO Program.
- Provide GYO participants with ongoing support necessary to complete coursework and program requirements.

## **10. Miscellaneous**

### **10.1 Governing Law & Venue**

This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in El Paso County, Texas, in any action arising out of or relating to this Agreement.

### **10.2 Termination**

Except as otherwise provided, this Agreement may be terminated by either Party upon six (6) months' written notice. The Parties will use best efforts to allow sufficient opportunity for Residents to complete the year prior to the effective date of termination. Upon termination, the School System will notify appropriate Texas Education Agency staff of the termination of this Agreement.

### **10.3 Dispute Resolution**

The dispute resolution process provided in Chapter 2260, Texas Government Code, and related rules adopted by the Texas Attorney General shall be used by the Parties to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business.

#### 10.4 Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

#### 10.5 No Third Party Beneficiary

Nothing in this Agreement is intended to nor shall it operate to confer any third-party beneficiary rights in favor of any person or entity.

## Signatures

IN WITNESS WHEREOF, the Parties to this Agreement, through their duly authorized representatives, have executed this Agreement and certify that they have read, understood, and agreed to its terms. This Agreement may be executed in counterparts, each of which is deemed an original, and delivered electronically with the same legal effect as an original.

### School System (Superintendent's Designee)

- Signature: \_\_\_\_\_
- Name: Dr. Oscar Rico
- Title: Deputy Superintendent
- Date: 6/23/26

### School System (Program Manager)

- Signature: \_\_\_\_\_
- Name: Dr. Jessica Meléndez-Carrillo
- Title: Director of Professional Learning and Multilingual Education
- Date: 6/23/26

### EPP (Legal Authority)

- Signature: \_\_\_\_\_
- Name: Dr. Armando Aguirre
- Title: Executive Director
- Date: \_\_\_\_\_

**EPP (GYO Program Leadership)**

- Signature: \_\_\_\_\_
- Name: Barbara O. Amaya
- Title: Director
- Date: \_\_\_\_\_