

## Memorandum of Understanding

re: Educator Preparation Program (2024-2029)

This Memorandum of Understanding (“MOU”) shall become effective upon final signature (the “Effective Date”), by and between **West Texas A&M University**, an agency of the State of Texas and a member of The Texas A&M University System (“Member” and/or “WTAMU”), and **Keller Independent School District**, a public school district and political subdivision of the State of Texas (“Collaborator” or “District”). Member and Collaborator are sometimes hereafter referred to as “Party” individually and as “Parties” collectively.

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the agreed general understandings and intentions of the Parties. Article 2 contains mostly boilerplate terms to which the Parties agree to be bound. The Parties agree as follows:

### Article 1

- 1.1 This Article 1 expresses the agreed understandings and intentions of each Party.
- 1.2 The Parties desire to facilitate a learning-centered cooperation between Collaborator and University’s Educator Preparation Program (“EPP”) (the “Purpose”), by mutually agreeing to the placement of teacher candidate(s) from the University’s EPP to undertake clinical teaching/field experience at a District facility during the term of the MOU.
- 1.3 Collaborative Goals.
  - 1.3.1 To provide clinical teachers with professional instructional coaching, supervise the work and activities of clinical teachers, and engage in co-teaching models throughout the clinical teaching placement period.
  - 1.3.2 To establish a mentor teacher support program providing the mentor teacher with the skills and resources to assist teacher candidates in becoming highly competent in their subject areas and pedagogy.
  - 1.3.3 To establish a framework for sharing non-identified collaborative performance data (that does not include individually identifiable information regarding District students) among the Collaborator and University for the purposes of monitoring and evaluating the preparation and effectiveness of University teacher candidates.

#### 1.4 Definitions.

- 1.4.1 Clinical Teaching - A supervised teacher candidate assignment through an EPP at a public school accredited by the Texas Education Agency (“TEA”) or other school approved by the TEA for this purpose that may lead to completion of a standard certificate; also referred to as “student teaching.”
- 1.4.2 Clinical Teacher Collaborator - a school district Collaborator contracting with the University to implement a clinical teaching assignment.
- 1.4.3 Mentor Teacher/Cooperating Teacher - a certified teacher that models proficient/exemplary teaching and provides clinical teacher(s) with professional instructional coaching and advisement; primarily responsible for supervising the work and activities of clinical teachers while the clinical teacher is on-site at the District’s facility and engaging in co-teaching models throughout the clinical teaching placement period.
- 1.4.4 Teacher Candidate - a University student who has met all the University and state requirements to be admitted into an EPP.
- 1.4.5 Course Instructor - either a University faculty member or a faculty associate hired by University to provide instruction and supervision to Clinical Teachers in the Clinical Teaching Program.
- 1.4.6 Field Supervisor/Site Coordinator - a University faculty member working with Collaborator to coach and evaluate clinical teachers; co-select, support and train mentor teachers; and ensure clear, timely and consistent communications between Collaborator and University.
- 1.4.7 Educator Preparation Program (“EPP”) - a professional preparation program for educator certification as determined and identified by the standards of the Texas State Board of Education.
- 1.4.8 Professional Development - learning opportunities designed to support and improve mentor teachers’/cooperating teachers’ instructional coaching effectiveness and thereby increase the learning and success of teacher candidates and PK-12 students.
- 1.4.9 Professional Improvement Plan (“PIP”) - a detailed improvement and accountability plan of action developed to assist a clinical teacher performing below the EPP’s and Collaborator’s standards.

#### 1.5 Collaborator’s intended obligations:

- 1.5.1 Collaborate with the University in identifying Teacher Candidate(s) for clinical teacher assignment to the District during the Term and selecting high quality Mentor/Cooperating Teachers using agreed upon criteria in a number agreeable to both parties.
- 1.5.2 Share and co-analyze non-identified PK-12 performance data with University for the purpose of specifically preparing teacher candidates to positively impact PK-12 student learning and for the continuous improvement of the EPP. Data sharing will

not violate the data sharing policies of the Collaborator, and will not include individually identifiable information regarding District students.

- 1.5.2.1 For purposes of the Family Educational Rights and Privacy Act (“FERPA”), University designates the Collaborator (“FERPA Designee”), as a school official with a legitimate educational interest in any educational records (as defined in FERPA) to the extent the FERPA Designee requires access to those records to fulfill its obligations under this Agreement. The FERPA Designee shall comply with FERPA as to any such educational records.
- 1.5.3 Facilitate the participation of Mentor Teacher/Cooperating Teacher training related to the supervision, mentoring, coaching and evaluation of teacher candidates.
- 1.5.4 Assist the University’s Field Supervisor to actively supervise, mentor, coach, and evaluate teacher candidates using EPP processes, reporting requirements, and performance assessment tools.
- 1.5.5 Actively participate in program evaluation to support PK-12 student performance, in-service and preservice program effectiveness.
  - 1.5.5.1 Support University in distribution of program/graduate effectiveness surveys to Collaborator personnel.
  - 1.5.5.2 Support teacher candidates in administration of PK-12 student perception surveys for the purposes of professional learning. Information identifying individual students will NOT be shared with the teacher candidates, mentor/cooperating teachers and site coordinators.
- 1.5.6 Provide opportunities for teacher candidate(s) to attend Collaborator-level and school-level professional development.
- 1.5.7 Require University and its teacher candidate(s) to comply with the Collaborator standards and policies. University shall comply with Collaborator technology standards for antivirus, Internet filtering system, operating system setup, and software installation protocols and rules.
- 1.5.8 Supply facility in support of Clinical Teacher(s) and Mentor/Cooperating teacher(s) responsibilities.
- 1.5.9 Participate in ongoing collaborative assessment of the University’s educator preparation program through the examination of clinical teacher data, Mentor/Cooperating teacher feedback, and all other data sources, as applicable.
- 1.5.10 Only if specifically authorized in writing in advance by District in each specific instance, District may on a case-by-case basis permit teacher candidate(s) to video record themselves in compliance with all Collaborator policies, requirements and stipulations as they deliver instruction if required for the purpose of licensure, and for monitoring and evaluating the preparation and effectiveness of University

teacher candidates. Signed permission from PK-12 students' parents/guardians will be secured as required by Collaborator.

1.5.11 Ensure teacher candidates and PK-12 students are in the presence of a certified teacher of record, to the maximum extent possible.

1.5.12 Provide teacher candidates with wireless internet access in a manner that is mutually acceptable to University and the Collaborator.

1.6 University's intended obligations:

1.6.1 Collaborate with the Collaborator in identifying Teacher Candidate(s) for clinical teacher assignment to the District during the Term and to select University Site Coordinators/Field Supervisors for the Clinical Teaching/Educator Preparation Program.

1.6.2 Provide programming ensuring that teacher candidates meet state and federal guidelines for quality educator preparation.

1.6.3 To the extent not in conflict with University Policies and procedures, comply with Collaborator policies and procedures and ensure that all assigned University Course Instructors, Site Coordinators/Field Supervisors, and Clinical Teachers are aware that they must comply with all applicable Keller ISD policies and procedures while at the Keller ISD campus, of which Collaborator will supply University with a copy of such policies and procedures prior to commencement of assignment of University Instructors, Site Coordinators/Field Supervisors, and Clinical Teachers, including but not limited to KISD's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies, and all policies regarding the confidentiality of student and/or personnel records of KISD under the Family Educational Rights and Privacy Act of 1974, 20 USC §1232g ("FERPA") and other applicable laws. University will instruct its assigned Clinical Teacher on FERPA confidentiality and privacy rights of District's students prior to the Clinical Teacher's assignment for field experience at the District. University shall require assigned Clinical Teacher to timely attend scheduled hours at the District, and to dress professionally and appropriately in accordance with requirements of District while on assignment at the District campus.

1.6.4 Provide a Site Coordinator who is a University faculty member, working within the Collaborator, to coach, supervisor and evaluate clinical teachers/teacher candidates, assist in the selection of Mentor Teachers, support Mentor/Cooperating Teachers, and ensure timely collaborative meetings and communications between Collaborator and University.

1.6.5 Assist any teacher candidate falling below the EPP's academic and/or professional standards with a detailed improvement and accountability plan of action developed to ensure improved performance by teacher candidate(s). The District may request immediate removal or withdrawal of an assigned University student (clinical teacher) or field instructor from teacher clinical placement program assignment on-site at District, and University shall immediately remove an assigned Clinical

Teacher from placement at the District, if District determines in its sole discretion disclosed information that is confidential by law, or has engaged in conduct that is disruptive or detrimental to the District's operations, student or staff.

- 1.6.6 Facilitate quarterly collaborative meetings among the Collaborator and EPP at which the effectiveness of the EPP is continually reviewed.
- 1.6.7 Collaboratively identify and select high quality Mentor/Cooperating teacher using agreed upon criteria.
- 1.6.8 Collaboratively develop and deliver a mentor teacher training and support program.
- 1.6.9 Notify participating student Clinical Teacher(s), Course Instructor and Site Coordinator/Field Instructor that the District may require a criminal history background check, immunization report or other health information (including COVID-19 screening on each student and facility member accessing the premises of District during the teacher clinical placement period. Should the background check or screening disclose adverse information, the student or faculty member shall immediately be removed from participation in the teacher clinical placement program on-site at District.
- 1.6.10 Provide, or require Clinical Teacher(s) to obtain, liability insurance for any loss, damages, claims or injury relating to or arising from Clinical Teacher's activities at Keller ISD under this MOU.

#### 1.7 Intended Mutual Obligations:

- 1.7.1 Collaboratively encourage prospective future-teachers to the Educator Preparation Program.
- 1.7.2 Encourage Collaborator and University faculty to jointly conduct and disseminate research.
- 1.7.3 Direct employees, under the party's control, to perform the obligations under this Agreement.

## **Article 2**

- 2.1 This Article 2 is intended to be legally binding on the Parties.
- 2.2 Each Party acknowledges that if neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, neither Party should take any action or fail to take any action in detrimental reliance on Article 1.
- 2.3 If it is necessary under this for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete

summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other Party.

- (a) “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
  - (b) The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party’s Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives (“Representatives”) having a need to know the Confidential Information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives’ compliance with such obligations.
  - (c) If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.
  - (d) The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party’s obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.
- 2.4 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The

Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.

- 2.5 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.
- 2.6 This MOU commences on the Effective Date and shall remain in effect for five (5) years (the “Term”) unless sooner terminated in accordance with this MOU. Should the Parties desire to continue thereafter, a new MOU shall be executed. Either Party may terminate this MOU effective upon thirty (30) days prior written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten (10) days after receiving written notice of the breach. The parties agree to use their best efforts to allow sufficient opportunity for a Clinical Teacher placed at the District to complete the Clinical Teacher assignment at the District prior to the effective date of termination.
- 2.7 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.
- 2.8 The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation or construction, shall be governed and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against West Texas A&M University is to be in the county in which the principal office of West Texas A&M University’s governing officer is located.
- 2.9 Any notice required or permitted under this MOU must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified 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 electronic confirmation of receipt by the party being notified**, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

(a) WTAMU: Gary Bigham, Ed.D.  
Dean & Regents Professor  
WTAMU Box 60208  
Canyon, Texas 79016  
Email: [gbigham@wtamu.edu](mailto:gbigham@wtamu.edu)

With an electronic copy to: West Texas A&M University  
Attn: Contracts Administration  
Email: [contracts@wtamu.edu](mailto:contracts@wtamu.edu)

(b) Collaborator: Leslie McKay  
HR Specialist  
Keller, TX  
Email: [Leslie.Mckay@kellerisd.net](mailto:Leslie.Mckay@kellerisd.net)

- 2.10 This MOU is not intended to create a partnership or joint venture between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
- 2.11 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.
- 2.12 This MOU is assignable only with the written consent of both Parties.
- 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.
- 2.14 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
- 2.15 Member and Collaborator agencies or political subdivisions of the state of Texas and under the Constitution and the laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Collaborator and Member expressly acknowledge that Member and Collaborator are agencies or political subdivisions of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by Member or Collaborator of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the state of Texas.
- 2.16 Prior to performing any specific EPP Student placements contemplated by this MOU, the Parties may enter into a separate supplemental agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s) in order to collaboratively proceed with placement of EPP Student Teacher(s) approved by District



During the term of the MOU.

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

West Texas A&M University

Keller Independent School District

By: \_\_\_\_\_

Gary Bigham, Ed.D  
Dean & Regents Professor

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dr. Cory Wilson  
Superintendent

Dated: \_\_\_\_\_