



## **MOU for Region 18 Texas Strategic Staffing, University of Texas Permian Basin (UTPB) and Ector County ISD participation in Strategic Staffing with Residents**

This memorandum of understanding (MOU) is made and entered into by and between Ector County ISD, UTPB, and Texas Strategic Staffing (“TSS”) at the Region 18 Education Service Center (ESC) as set forth in the [TCLAS Decision 5 Grant Assurances](#) for High-Quality, Sustainable Teacher Residencies.

This MOU outlines commitments by Ector County ISD and UTPB to create **paid**, yearlong teacher candidate residencies through the implementation of strategic staffing design that includes reallocation of existing budgets to meet the quality staffing needs of the district. The document provides a brief background on the Texas Strategic Staffing initiative and the terms of this agreement.

### **Project Overview: Primary Outcomes and Results to be Achieved**

This project will establish sustainably paid, year-long teacher residencies which means residents receive compensation from sustainable district budget sources. Through TCLAS Decision 5, the Region 18 Texas Strategic Staffing (TSS), will provide Ector County ISD and UTPB technical assistance to establish strategic staffing models with teacher residents in co-identified schools. Region 18 TSS will work closely with Ector County ISD and UTPB to set shared goals for district paid resident placements in mutually beneficial staffing model positions. Over the course of the design year and implementation year, success will be measured through the number of paid residents placed in the district, the rate at which teacher residents are hired to teach in the district following their residency year, the rate at which residents are retained in the district over time, the increase in teachers that match the diversity of the student population, resident graduates’ effectiveness as teachers of record as measured by their impact on student achievement and principal evaluations, and the number of resident teachers that receive favorable ratings on Principal evaluations.

Through a shared governance structure, Region 18 TSS will support the Ector County ISD and UTPB to develop internal capacity to continue the strategic staffing models without the support of Region 18 TSS beyond the MOU period. This project is therefore a one-time investment to establish a long-term and sustainable structure for strategic staffing with residents.

### **Scope of Work to be Provided by Region 18 TSS**

Region 18 TSS will provide technical assistance to the district and educator preparation program for through the TCLAS grant (through the 2023-2024 school year) to accomplish the following objectives:

1. Address students' learning acceleration needs and other instructional priorities through implementation of high quality teacher residencies
2. Enable equitable educational access for your students through high quality teacher residency programs as a key teacher pipeline strategy.
3. Enable equitable access to quality preparation to retain a diverse teacher pipeline in your district.
4. Prioritize long-term teacher effectiveness through rigorous pre-service practice in year long teacher residency programs.
5. Recruit, select, train, and continuously develop high quality mentor teachers to support residents placed in high need areas.
6. Support your district to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline.

### **Design Supports: Establishing a Shared Vision**

Through shared governance structures, Region 18 TSS leads districts, schools, and educator preparation programs through a series of design sessions to accomplish the following objectives:

- Identify a district and EPP design team that will meet bi-weekly (one-hour sessions) and three in-person over the course of eight months.
  - **Recommended** district design team members:
    - Superintendent (initially)
    - Human Resources Director
    - Chief Academic Officer
    - Curriculum & Instruction Director
    - Equity Chief
    - Chief Finance Officer
    - Assessment/Data Specialist
    - Campus-Level Leadership (as necessary for input and feedback)
  - **Recommended** EPP design team members:
    - Dean (initially)
    - Associate Dean
    - Teacher Preparation Department Chair or Associate Chair
    - Partnership Coordinator/Clinical Experience
- Co-develop a communication strategy to communicate a shared vision for the residency by designing a communication plan to share with school principals and district personnel,
- Co-develop school selection criteria and select schools that support the partners in meeting their annual goals and vision,
- Co-develop parameters grounded in the strategic staffing objectives for residency models and salaries that meet the agreed upon criteria,
- Co-develop a timeline for the recruitment, selection and placement process of residents and cooperating teachers including: resident and cooperating teacher job descriptions, initial screenings and criteria, resident and cooperating teacher applications, selection protocols, resident placement and hiring processes, and

- Co-develop resident schedules to maximize co-teaching, resident development, and any additional campus-based responsibilities (e.g. tutoring, substitute teaching, paraprofessional duties, etc.)

## **Implementation Supports: Training, Implementation & Sustainability**

### *Training:*

- Region 18 TSS, in partnership with the EPP Clinical Supervisors, will provide two days of role-specific summer training sessions to cooperating teachers and residents to build coaching and co-teaching capacity of cooperating teachers and residents. Session topics will include, but are not limited to:
  - Responsibilities & Roles
  - High impact coaching techniques for *cooperating teachers*
  - Setting instructional goals & documenting feedback and growth
  - Co-teaching approaches & Scheduling
  - Culturally informed teaching practices
- Over the course of the school year (August 2023 onward), Region 18 TSS, in partnership with the UTPB field supervisors, and district-based development staff, will provide four data informed training sessions to teacher leader cooperating teachers.

### *Implementation & Sustainability:*

- Region 18 TSS will conduct routine site visits to schools to monitor implementation, conduct interviews, and collect data about implementation. Schools and EPPs will receive data in December and in May on the strengths and potential strategies to improve the success of the teacher leader roles and models being implemented. Data will be discussed and used for improved decision-making during shared governance partnership meetings.
- During the design and implementation work Region 18 TSS will work with district design leads and EPP clinical supervisor to build their capacity to lead strategic staffing initiatives during shared governance meetings. Districts and EPPs will have access to the Region 18 TSS Strategic Staffing toolkit where design and training resources will be housed.

## **Ector County ISD and UTPB Commitments (Appendix A)**

1. By signing this MOU, UTPB and Ector County ISD commit to engaging in the above technical assistance from Region 18 TSS that adheres to six Strategic Staffing objectives:
  - a. Address students' learning acceleration needs and other instructional priorities through implementation of high quality teacher residencies.

- b. Enable equitable educational access for your students through high quality teacher residency programs as a key teacher pipeline strategy.
  - c. Enable equitable access to quality preparation to retain a diverse teacher pipeline in your district.
  - d. Prioritize long-term teacher effectiveness through rigorous pre-service practice in year long teacher residency programs.
  - e. Recruit, select, train, and continuously develop high quality mentor teachers to support residents placed in high need areas.
  - f. Support your district to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline.
2. Ector County ISD will select schools in partnership with UTPB to align with availability of teacher candidate resident placements and pursue resident placement goals that are jointly established between Ector County ISD and UTPB.
3. Ector County ISD and UTPB will each assign a point person to serve as the Strategic Staffing design leader. These individuals will have enough time and authority to oversee the work and will be accountable for helping to operationalize the objectives. The total estimated time required to participate in design sessions and progress check-in calls is approximately 45 hours/person for the duration of the design year (October-May, 9 months).
4. Ector County ISD will give schools flexibility to reallocate units and funds within existing budgets to pay for their strategic staffing models, including the flexibility to reallocate funds from vacancies, position trades, and Title I.
5. Ector County ISD and UTPB design team will review and approve the staffing model designed by each participating school and monitor each school's implementation and redesign to facilitate continuous improvement, based on the Strategic Staffing objectives.
6. Ector County ISD and UTPB will collaborate with Region 18 TSS to gather data needed to monitor the initiative's success. Data will be shared back to provide all stakeholders insights into both the implementation of strategic staffing and the residency as it relates to the goals of the educator preparation program, district, and school(s). For the school district this includes student, teacher, and school level data, including data for those participating in the strategic staffing intervention and data for those in comparison groups. For the EPP this includes candidate/graduate level data for those participating in the strategic staffing intervention and data for those in comparison groups.
7. Ector County ISD, UTPB, and Region 18 TSS operate in alignment of all [TCLAS Decision 5 Residency Program Grant Assurances](#).

This MOU shall be governed by the laws of the state of Texas.

### **Commitment to Strategic Staffing**

This MOU by Region 18 Texas Strategic Staffing, Ector County ISD, and UTPB is a commitment to create **paid**, yearlong teacher candidate residencies through the implementation of strategic staffing design that includes reallocation and reinvestment of existing budgets to meet the quality staffing needs of the district.

### **Termination**

Any party may terminate this MOU prior to the expiration date if any of the other parties refuse or fail to perform any of its obligations under this MOU. The terminating party shall give a 30-day written notice for termination of the MOU.

### **Warranties**

1. School District and EPP warrant that: (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to agree to the services (3) it has all necessary power and has received all necessary approvals to execute and deliver this MOU; and (4) the representative signing this MOU on its behalf is authorized by its governing body to sign this MOU.
2. Region 18 warrants that (1) it has authority to perform the services; (2) it has all necessary power and has received all necessary approvals to execute and deliver this MOU; and (3) the representative signing this MOU on its behalf is authorized by its governing body to sign this MOU.
3. The parties warrant to one another that they will cooperate in good faith to accomplish the Services as set forth in this MOU.

### **Confidentiality**

1. The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential, or (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this MOU.
2. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law,



provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

### **Data and Proprietary Rights**

1. ESC shall continue to own all of its “Content,” and neither School District nor EPP shall, directly or indirectly, make such Content available to any other person or entity without the prior express written authorization of ESC.
2. ESC “Content” means any data, information, software, codes, graphics or other media files or other content, including, but not limited to, source and/or course materials and manuals, assessments, assessment questions, performance rubrics, data management software, codes metrics and/or calculations.
3. Should the Services provided under this MOU require ESC to incorporate School District’s, or EPP’s, data into its proprietary data management system(s), the parties agree that the data belonging to School District shall continue to belong to School District; however, School District and EPP shall have no claim of ownership in any manner whatsoever to ESC’s Content, or any other intellectual property that serves as the basis of the ESC data management system(s).
4. This section shall survive the termination of this MOU.

### **Immunity**

No party waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of execution of this MOU and performance of the functions and obligations described herein.

### **Legal Requirements**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules and regulations in connection with the programs contemplated under this MOU. In the event that any of the participants hereto are required by law or regulation to perform any act inconsistent with this MOU, or to cease performing any act required by this MOU, the MOU shall be deemed to have been modified to conform with the requirements of such law or regulation.

### **Additional Terms and Conditions**

1. **Assignments.** Neither Party may assign this MOU without the prior written consent of the other.
2. **Amendments.** This MOU may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties. Any proposed change(s) to this MOU will require a discussion between the Parties regarding the benefits and ramifications of such change(s).
3. **Independent Contractor Status.** Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this MOU. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

4. **Third Party Beneficiaries.** Nothing in this MOU creates, or will be deemed to create, third party beneficiaries of or under this MOU.
5. **Governing Law.** This MOU shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in Midland County, Texas.
6. **Dispute Resolution.** The Executive Director of Region 18 or his/her designee and the authorized agents of School District and EPP shall resolve disputes that develop under this MOU.
7. **Severability.** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
8. **Public Information.** This MOU is public information. To the extent, if any, that any provision of this MOU is in conflict with Chapter 552 of the Texas Government Code as amended (the "Texas Public Information Act") the same shall be of no force and effect. Each party agrees that it will notify the other party of any public information request which seeks disclosure of confidential information and will assert a lawful objection or privilege to keep such information confidential.

## Execution

The execution and performance of this MOU by the parties has been duly authorized and this MOU constitutes the valid and enforceable obligations of the parties in accordance with its terms.

**Ector County ISD:**

**UTPB:**

BY: \_\_\_\_\_

Scott Muri  
Superintendent

Date

BY: \_\_\_\_\_

Dr. Larry Daniels  
Dean

Date

**Region 18 ESC:**

BY: \_\_\_\_\_

Dewitt Smith  
Executive Director

Date



**Appendix A:**

**Commitments by Stakeholder**

<b>Educator Preparation Program</b>	<b>Local School District</b>
Provide residents for year long placement in partner schools to meet co-developed residency placement goals	Residents receive compensation from sustainable district sources that meet co-developed residency placement goals while giving schools flexibility to reallocate units and funds within existing budgets to pay for their strategic staffing models, including the flexibility to reallocate funds from vacancies, position trades, and Title I.
Set shared goals for district paid resident placements in mutually beneficial staffing model positions.	Develop shared goals for district paid resident placements in mutually beneficial staffing model positions.
Develop internal capacity to sustain strategic staffing post 2 years of Region 18TSS support	Develop internal capacity to sustain strategic staffing post 2 years of Region 18 TSS support
Assign a point person to serve as the Strategic Staffing design leader. Estimated time commitment is 45 hours during the design year.	Assign a point person to serve as the Strategic Staffing design leader. Estimated time commitment is 45 hours during the design year.
School district and EPP design team will review and approve the staffing model designed by each participating school and monitor each school's implementation and redesign to facilitate continuous improvement, based on the Strategic Staffing objectives.	School district and EPP design team will review and approve the staffing model designed by each participating school and monitor each school's implementation and redesign to facilitate continuous improvement, based on the Strategic Staffing objectives.
Actively participate in shared governance structures	Actively participate in shared governance structures



Identify a district and EPP design team that will meet bi-weekly (one-hour sessions) and four in-person (3 hour sessions) over the course of eight months.

- Recommended EPP design team members:
  - Dean (initially)
  - Associate Dean
  - Teacher Preparation Department Chair or Associate Chair
  - Partnership Coordinator/Clinical Experience

Identify a district and EPP design team that will meet bi-weekly (one-hour sessions) and four in-person (3 hour sessions) over the course of eight months.

- Recommended district design team members:
  - Superintendent (initially)
  - Human Resources Director
  - Curriculum & Instruction Director
  - Equity Chief (Red Clay)
  - Finance Director
  - Assessment/Data Specialist

Adhere to six Strategic Staffing objectives:

1. Address students' learning acceleration needs and other instructional priorities through implementation of high quality teacher residencies
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<p>Ector County ISD and UTPB will collaborate with Region 18 TSS to gather data needed to monitor the initiative's success . For the EPP this includes candidate/graduate level data for those participating in the strategic staffing intervention and data for those in comparison groups.</p>	<p>Ector County ISD and UTPB will collaborate with Region 18 TSS to gather data needed to monitor the initiative's success. For the school district this includes student, teacher, and school level data, including data for those participating in the strategic staffing intervention and data for those in comparison groups.</p>
<p>Ector County ISD, UTPB, and Region 18 TSS operate in alignment of all <a href="#">TCLAS Decision 5 Residency Program Grant Assurances</a>.</p>	<p>Ector County ISD, UTPB, and Region 18 TSS operate in alignment of all <a href="#">TCLAS Decision 5 Residency Program Grant Assurances</a>.</p>