



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: December 14, 2022

Agenda Section: Consent

Agenda Item Title: Region 4 Interlocal Agreement (“Grow Your Own” Initiative)

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Greta Adame, Director of Bilingual Education/Migrant

Description: Collaborate with Region 4 Education Certification Program for the purpose of creating a “Grow Your Own” program. The program will consist of three (3) types of cohorts – Paraprofessional to Bachelors Degree with Teacher Certification in conjunction with Texas Workforce/Department of Labor, Bachelors/Master’s degree candidates to complete a teacher certification program, and International candidates to complete a teacher certification program with a US visa sponsorship.

Historical Data: The 2022-2023 Academic school year saw an increase in teacher vacancies specifically in specialized content areas such as Bilingual and Special Education. To prepare for the 2023-2024 academic year, SSAISD will collaborate with Region 4 to create a district “Grow Your Own” program.

Recommendation: Accept the Region 4 Interlocal Agreement in order for the district to begin building a “Grow Your Own” program.

Purchasing Personnel and Approval Date:

Funding Budget Code and Amount: 199-E-41-6299-00-727-00-99-000

**INTERLOCAL AGREEMENT**  
**Made by and between**  
**South San Antonio ISD**  
**And**  
**Region 4 Education Service Center (Region 4)**  
**November 1, 2022 through October 31, 2025**

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**FOR**  
**Quality Teacher Certification Collaborative**

This Interlocal Agreement of the Region 4 Educator Certification program ("Agreement") is made by and between the "South San Antonio Independent School District\_" and REGION 4 EDUCATION SERVICE CENTER, (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties ("Effective Date").

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes governmental entities, including regional education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

**WHEREAS**, Region 4 provides alternative teacher certification in the state of Texas, including **South San Antonio ISD**; and

**WHEREAS**, the Parties wish to enter into this Agreement to provide teacher certification training to provide high quality educators for **South San Antonio ISD**; and

**WHEREAS**, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

**NOW THEREFORE**, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

**AGREEMENT**

1. **PURPOSE** Region 4 Educator Certification program will provide teacher certification to eligible candidates recruited by **South San Antonio ISD** during information/interview sessions. In addition, **South San Antonio ISD** will promote and support the Region 4 Educator Certification program through appropriate avenues in their district.

## **2. TERM OF AGREEMENT**

### **2.1. Term.**

This Agreement shall be effective as of November 1, 2022 (“Effective Date”) and shall remain in effect for 36 months beginning on the effective date (“Term”). This Agreement shall continue unchanged unless terminated as outlined below.

### **2.2. Termination.**

This Contract may be terminated prior to the expiration of the Term hereof as follows:

A Party may terminate this Agreement at the end of any school year by giving the other Party sixty (60) days written notice. In the event of a breach of this Agreement, a Party may terminate this Agreement at any time after providing the breaching party with written notice of the breach and a thirty day opportunity to cure the breach.

## **3. DUTIES AND RESPONSIBILITIES**

### **3.1. Region 4 ESC Duties and Responsibilities.**

Pursuant to this Agreement, Region 4 ESC will provide the following:

1. Screen all applicants to meet Region 4 admission requirements;
2. Manage all certification program financial transactions directly with the candidate including collecting the **Region 4 ESC** program fees at the beginning of the candidate’s internship at \$5500.00 (**\$4,150 for candidates enrolled before February 28, 2023**); Program fees of **Region 4 ESC** will be collected from **South San Antonio ISD** at \$5500.00 (**\$4,150 for candidates enrolled before February 28, 2023**) over the ten month employment contract.
3. Contract and train all instructors;
4. Offer PACT (Core Subjects) optional preparation to applicants;
5. Offer TOEFL optional preparation to applicants for a fee (\$600 per applicant);
6. Schedule classes (12 cohorts starting each month of the year);
7. Facilitate 15 hours of video-based field experience;
8. Provide required training for mentors/cooperating teachers
9. Processing all statements of eligibility (SOE);
10. Maintain all responsibility for certifying interns;
11. Field Supervision for all practicum candidates;
12. Provide advertising materials to **South San Antonio ISD**;
13. Provide password protected environments for all learners on all assignments.
14. If appropriate and approved by **South San Antonio ISD** be available after the information/interview sessions to support potential candidates;
15. Promote that selected candidates register and pass the edTPA examination during the first semester of the internship; and
16. Provide an orientation meeting to teacher interns recruited by **South San Antonio ISD** and trained by Region 4 ESC.
- 15 All parties will collect and share data on the common outcome measures (TAP, edTPA). Such data sharing will be imperative to learning as the transparency fosters data-driven program refinement. Region 4 will make available to providers a database system that will enable capture and reporting of outcome trends within each provider’s programs as well as sharing of such outcome data with the Center. All parties will share data in accordance with the applicable federal, state and local laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).

### **3.2. South San Antonio ISD School Duties and Responsibilities.**

Pursuant to this Agreement, **South San Antonio ISD** will provide the following:

1. Establish and maintain promotion of INSPIRE TEXAS-Educator Certification by Region 4 information/interview sessions as appropriate;
2. Select applicants based on **South San Antonio ISD** criteria to include Region 4 admission requirements (i.e. PACT exams passed, TOEFL passed, and transcript evaluation with verification);
3. Provide Region 4 with a letter of *Intent to Hire* (with authorized signature) for each participant to waive the pre-service training fee (currently \$1,300) and enroll in the next available training cycle (12 per year);
4. Region 4 Pre-service training is rigorous and instructor-led with hard deadlines. **South San Antonio ISD** commits to reinforce completion of pre-service training with participating candidates;
5. Provide signed Statements of Eligibility (SOE) to Region 4 ESC to initiate a formal practicum start date for each selected participant within seven (7) days prior the start date;
6. Supervising Campus Principal will allow interns to conduct state-mandated 15 hours of field experience (face-to-face) during the first 30 days of their internship;
7. Permit interns to video record themselves in compliance with all district policies as they deliver instruction for the purpose of licensure, self-reflection, and personal professional development. Signed permission from PK-12 students' parents/guardians will be secured as outlined and required by district policy.
8. Provide interns with log-in credentials to access the District's online management/remote learning systems to support the Mentor/Cooperating Teacher and K-12 learners.
9. As previously noted, all parties will collect and share data on the common outcome measures (TAP, edTPA). Such data sharing will be imperative to learning as the transparency fosters data-driven program refinement. Region 4 will make available to providers a database system that will enable capture and reporting of outcome trends within each provider's programs as well as sharing of such outcome data with the Center. All parties will share data in accordance with the applicable federal, state and local laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).
10. Inform Region 4 of any campus re-assignments different from SOE within seven (7) school days;
11. Be aware that candidates on intern certificates must register and pass the edTPA exam prior to the end of year one to receive a Probationary Certificate;

## **4. MISCELLANEOUS PROVISIONS**

### **4.1. Liability.**

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

### **4.2. Immunity as a Defense.**

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, nor to create an impermissible deficiency debt of either Party.

### **4.3. Notices.**

Notices under this Agreement shall be in writing and delivered to the other Party at the following respective addresses:

**SCHOOL: South San Antonio Independent School District**

1460 Martinez Losoya Rd.  
San Antonio, Texas 78221  
Phone: 210.882.1600  
Attn: **Mr. Rolando Ramirez, Superintendent**

**REGION 4 ESC: Region 4 Education Service Center**

7145 West Tidwell  
Houston, Texas 77092-2096  
Phone: 713.744.8164  
Fax: 713.744.8118  
Attn: **Dr. Rodney Watson, Executive Director**

**5.4. Relationship.**

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Region 4, or any employee or agent of Region 4. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between Region 4 and any employee or agent of District. This Agreement does not create a joint venture, business partnership or Agency relationship between the Parties.

**5.5. Jurisdiction/Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for all disputes arising under this Agreement shall lie in Harris County, Texas.

**5.6. Assignment.**

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

**5.7. Severability.**

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.

**5.8. Agreement.**

This Agreement represents the entire Agreement between the parties and may not be modified, terminated or discharged except in writing and signed by all Parties.

**5.9. Warranty.**

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

**5.10. No Third Party Beneficiary.**

This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in

opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

**5.11. No Joint Venture.**

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the parties hereto.

**5.12. Implied Waiver.**

The failure of either party hereto to insist, in any one or more instances, upon performance of any the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

**5.13. Approvals or Consents.**

Whenever this Agreement requires or permits approvals or consents to be hereafter given by any party hereto, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and shall be effective without regard to whether given before the time required herein.

**5.14. Merger.**

This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties as to the subject matter hereof other than those expressly stated or provided for herein.

**5.15. Cooperation.**

Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties as following:

**REGION 4 EDUCATION SERVICE CENTER**

**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Henry Yzaguirre  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Superintendent  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

11/17/22  
\_\_\_\_\_  
Date