



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: March 23, 2022

Agenda Section: Consent

Agenda Item Title: Memorandum of Understanding between South San ISD and Texas A&M University San Antonio for paid teacher residents

From: Theresa Servellon, Chief Academic Officer

Additional Presenters if Applicable: Kevin Rasco, Director of Advanced Academics

Description: Utilizing funds provided by the TCLAS grant, we are able to pay teacher residents for their service while finalizing their teaching degree. This gives us the ability to attract the best candidates while vetting potential teachers. This grant also allows for innovative use of staffing models to supplement emergency substitute needs.

Historical Data: While we regularly utilize teacher residents from TAMUSA, this is the first opportunity to pay them for their time and effort during their student teaching.

This is an amended contract originally brought to the board on January 19th, 2022. Section 5 has been added to the contract and approval is needed again.

Recommendation: Approve the MOU with TAMUSA for paid teacher residents.

Funding Budget Code and Amount: \$1,125,000 over school years 22/23 and 23/24) from the TCLAS grant

**MEMORANDUM OF AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY SAN ANTONIO
AND
South San Independent School District**

Whereas, Texas A&M University San Antonio, (“University”), an agency of the State of Texas and a member of The Texas A&M University System, (the “A&M System”) and South San Independent School District (“SSAISD”), a political subdivision of the State of Texas desire to set out in writing the terms and respective responsibilities of the two institutions for education and training of students from University who are participating in the paid teacher residency program with SSAISD.

**I.
Terms of the Agreement**

This Agreement will commence as of the date of the last party to sign (“Commencement Date”). The Agreement will continue for a period of three years (“Term”), from the Commencement Date, during the Term students may be selected for a clinical teaching residency, unless either party desires to terminate the Agreement and thus gives the other party thirty (30) days’ written notice of intention to terminate. Any such termination notice given during the SSAISD school year will not be effective until the end of that school year.

**II.
Expectations of Parties**

The University and SSAISD agree as follows:

2.1 Recruitment:

2.1.1 The University will:

- Recruit a cohort of students (during each funded year) as Clinical Teaching Resident(s) who are completing teacher certification in said University and who will complete a two- semester Internship at a SSAISD campus
- Students who are enrolled in the teacher certification program in the Education Department at University will be selected to participate in a two-semester Internship as Clinical Teaching Residents at a SSAISD campus.

2.1.2 SSAISD will:

- Pay each Clinical Teaching Resident selected for participation in this program a \$25,000 stipend per academic year.

- Provide mentor teachers to support the development of the Clinical Teaching Residents. Mentor teachers will:
 - Engage in weekly conferences with the Clinical Teaching Resident
 - Guide the Clinical Teaching Resident in campus policies and procedures
 - Support the growth of the Clinical Teaching Resident through cooperative and guided lesson planning
 - Assist the Clinical Teaching Resident in constructing a child-centered curriculum based upon interests, needs, and experiences of individual students
 - Assist the Clinical Teaching Resident in relating curriculum goals to TEKS outcomes and STAAR objectives
 - Provide space in the classroom for the Clinical Teaching Resident to organize their portfolio and materials
 - Engage in Co-Teaching with the Clinical Teaching Resident
 - Explain any extra duties that the mentor teacher performs and allow the Clinical Teaching Resident to share these responsibilities as appropriate
 - Encourage participation in community activities
 - Involve the Clinical Teaching Resident in parent conferences, demonstrating the amount of preparation, documentation and follow-up required
 - Support the growth of the Clinical Teaching Resident through informal observations and feedback
 - Complete Formal Observations using the T-TESS Pre-Service Teacher Candidate Rubric, including a pre- and post-conference
 - Provide the Clinical Teaching Resident a copy of the observation. This compilation will be shared with the University supervisor. Point out positive performance, but be honest about need for improvement. Keep the University Supervisor informed about goals and concerns.

2.1.3 SSAISD in collaboration with University will:

- Work together to select teachers for the campus that have the knowledge and skills to serve as Mentor Teachers for the Clinical Teaching Residents in the University's Education Program. University will work closely with SSAISD to identify highly competent and skilled teachers in SSAISD and select teachers that are committed to the tenets of the new model. Recruitment efforts will

include advertising the opportunities on SSAISD campuses and in SSAISD publications. The primary responsibility for the selected group of these teachers will be to mentor Clinical Teaching Residents and students completing field practicum at the school.

- Agree upon the number of students participating in the Internship during any given academic year.

2.2 **Residency year training and coursework:**

2.2.1 University will:

- Pre-screen all Clinical Teaching Resident candidates, using its standard process
- Ensure that all Clinical Teaching Residents meet the University's requirements for clinical teaching
- Provide clinical teaching orientation and provide Clinical Teaching Residents training in the following: Title IX, FERPA, Texas Education Code of Ethics, Substance Abuse Awareness and Prevention, Mental Health, Suicide Prevention and Awareness, as mandated by the Texas Education Agency
- Provide training in lesson plan development, T-TESS evaluations and observation, and professional cooperation and responsibilities
- Meet with the Clinical Teaching Residents on a regular basis to provide additional professional development and support
- Observe all Clinical Teaching Residents and will work in cooperation with the mentor teachers to provide on-going support in their development of excellent teaching.

2.2.2 SSAISD will provide:

- Qualified mentor teachers
- Opportunities for Clinical Teaching Residents to develop their teaching skills
- The mentor teacher will provide detailed observational assessments using the pre-service teacher observation rubric provide by the University
- Professional development opportunities through SSAISD.

2.3 **Selection:** The University will utilize a competency-based selection processes that aligns with the SSAISD selection model to select the most qualified candidates to enter the residency model. See Appendix A for the University application requirements.

- University will work in collaboration with the SSAISD campus principal to make the final selection of Clinical Teaching Residents.

2.4 **Placement:** The SSAISD campus principal and the Director of Educator Preparation from University will work in collaboration to place Clinical Teaching Residents with their cooperating mentor teachers. See Clinical Teaching Resident Job Description and Responsibilities Appendix B

- Clinical Teaching Resident Candidates will submit a comprehensive portfolio as part of their screening and application process.
- The Office of Organizational Learning and the campus principal will work in collaboration to pair Clinical Teaching Residents with Cooperating Mentor teachers.

2.5 **Pre-service training:** University will provide training and coursework to ensure teacher residents are provided with foundational training before individuals enter the classroom as clinical teaching Residents.

2.6 **On-Going Support for Clinical Teaching Residents and Faculty**

2.6.1 University will:

- require participating students to be enrolled in two, 3-hour clinical teaching courses which will be supervised by a University faculty member
- provide on-going professional development for the mentor and clinical teachers
Topics will include: Collaborative Planning, Building Professional Competencies, Effective Team Conferencing and Conflict Resolution
- University faculty may participate in the Professional Learning Communities within SSAISD
- University faculty may participate in SSAISD's student data collection and analysis and will use this data to guide Clinical Teaching Residents and Mentor Teachers in the development of effective strategies in response to the data.

2.6.2 SSAISD will provide:

- Campus and district professional development
- Clinical Teaching Residents and Mentor Teachers will participate in all required professional development opportunities provided by SSAISD.

IV.
Dispute Resolution

If any dispute, controversy or claim arises out of or in connection with this Agreement, The parties will seek to resolve informally any dispute that arises between them under this Agreement. The parties will provide each other with 60 days written notice of any dispute arising out of this Agreement. If either Party fails or refuses to participate in such negotiations, or if, in any event, the dispute, controversy or claim is not resolved to the satisfaction of both Parties within the 60 day period, either Party may pursue such legal remedies as may be available to such Party under applicable law.

V.
Miscellaneous Provisions

- 5.1 Public Information. SSAISD acknowledges that University is obligated to strictly comply with the Texas Public Information Act, Chapter 552, *Texas Government Code* (the "PIA"), in responding to any request for public information pertaining to this University, as well as any other disclosure of information required by applicable Texas law.
- 5.2 Compliance with Laws. Each party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- 5.3 Expenses. Unless otherwise noted in this Agreement, each Party will be responsible for its own costs and expenses incurred in connection with the undertakings contemplated in this Agreement. There will be no exchange of funds or other resources among the Parties.
- 5.4 Force Majeure. 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 Agreement 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).
- 5.5 Independent Contractor. SSAISD or SSAISD's employees, representatives, agents and any subcontractors will serve as an independent contractor in providing the services under this Agreement. SSAISD or SSAISD's employees, representatives, agents and any subcontractors will not be employees of the University. Should SSAISD subcontract any of the services required in this Agreement, SSAISD expressly understands and acknowledges that in entering into such subcontract(s), the University is in no manner liable to any subcontractor(s) of SSAISD. In no event will this provision relieve the other party of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement.

- 5.6 Non-Assignment. SSAISD will neither assign its rights nor delegate its duties under this Agreement without the prior written consent of University.
- 5.7 Use of Name. 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.

VI.

Nondiscrimination and Compliance

- 6.1 SSAISD and University will not discriminate, sexually harass, or retaliate against any employee, applicant or student enrolled in their respective programs because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law. Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; report any investigation outcomes to the other Party; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. University takes responsibility for training its students, faculty, and employees on its nondiscrimination policies and grievance procedures, and SSAISD takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.
- 6.2 University may not access or request to access any SSAISD education records as defined in the Family Education Rights and Privacy Act (“FERPA”) from Clinical Teaching Residents, or any other source, that has not first been de-identified as provided under FERPA.
- 6.3 SSAISD may not access or request to access any University education records as defined in FERPA from Clinical Teaching Residents, or any other source, that has not first been de-identified as provided under FERPA.
- 6.4 SSAISD hereby designates University as an SSAISD “official” with a legitimate educational interest in SSAISD’s education records as defined in FERPA to the extent SSAISD is required to create, access, receive, or maintain those records to fulfill its obligations under this Agreement. Such designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent SSAISD has policies, rules, and procedures binding on SSAISD officials generally, such policies, rules, and procedures will apply to University only insofar as such compliance is relevant to compliance by University and SSAISD with FERPA. University will implement reasonable administrative, technical, and physical

safeguards to secure its facilities and systems from unauthorized access, and to secure SSAISD education records. University will: (a) abide by FERPA's limitations on re-disclosure of personally identifying information in education records; (b) not use or disclose education records created or received from, by, or on behalf of SSAISD or its students for any purpose other than the purpose for which such disclosure is made; and, (c) not use or disclose such education records except as permitted under this Agreement, as required by law, or as authorized by SSAISD in writing.

- 6.3 University hereby designates SSAISD as a University "official" with a legitimate educational interest in University's education records as defined in FERPA to the extent SSAISD is required to create, access, receive, or maintain those records to fulfill its obligations under this Agreement. Such designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent University has policies, rules, and procedures binding on University officials generally, such policies, rules, and procedures will apply to SSAISD only insofar as such compliance is relevant to compliance by University and SSAISD with FERPA. SSAISD will implement reasonable administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure University education records. SSAISD will: (a) abide by FERPA's limitations on re-disclosure of personally identifying information in education records; (b) not use or disclose education records created or received from, by, or on behalf of University or the Clinical Teaching Residents for any purpose other than the purpose for which such disclosure is made; and, (c) not use or disclose such education records except as permitted under this Agreement, as required by law, or as authorized by University in writing.

VII. Governing Law

The validity, construction, scope and performance of this Agreement will be governed in accordance with the laws of the State of Texas. This Agreement is performable in Bexar County, Texas. Any claim relating to or arising out of this Agreement will be brought in Bexar County, Texas

VIII. General Provisions

Any notices required or permitted under this Agreement 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 facsimile or 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, in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

University: Texas A&M University San Antonio
1 University Way
San Antonio, TX 78224

SSAISD: South San Independent School District
Office of the Superintendent
1450 Gillette Blvd.
San Antonio, TX 78224

- 8.1 This Agreement contains the entire understanding of the parties as to the matters contained in this Agreement and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not alter this Agreement unless expressly stated in writing.
- 8.2 The University is an agency 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. SSAISD expressly acknowledges that University is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law.
- 8.3 The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- 8.4 Each provision of this Agreement 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 Agreement remain valid, legal, and enforceable.
- 8.5 Any changes or amendments to this Agreement must be made in writing and signed by both parties.
- 8.6 This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement between the parties.
- 8.7 The headings in this Agreement are for reference and convenience only and will not enter into the interpretation of this Agreement.
- 8.8 Failure of the University to insist upon strict conformance of the provisions of this Agreement will not constitute a waiver of any of the provisions of this Agreement.

8.9 The parties represent and acknowledge that they have had the opportunity to review this Agreement with counsel of their choosing and are entering this Agreement freely and voluntarily.

**TEXAS A&M UNIVERSITY
SAN ANTONIO**

**SOUTH SAN INDEPENDENT
SCHOOL DISTRICT**

By: _____
University Representative

By: _____
Superintendent

Date: _____

Date: _____

Appendix A Application Process

Clinical Teaching Resident Application Process:

The successful candidate must complete the application for Clinical Teaching Internship and submit all supporting documents to the Educator Preparation Program.

Students are required to submit a complete academic transcript that demonstrates that they have completed all of the following required preparation courses:

Students must also complete and/or submit the following documents as part of their Clinical Teaching Resident application process:

- Complete the Application for Clinical Teaching Residency and submit all supporting documents to SSAISD
- Complete the required criminal background check for SSAISD
- Participate in a personal interview with the campus principal and/or University Educator Preparation Program
- Submit current copy of their academic transcript – students must have a 2.75 gpa to be considered for the Internship program at SSAISD
- The Office of Organizational Learning will review all Field Placement Evaluations and Observation Reports
- Applicants will demonstrate readiness (based on their practice exams scores) for their required certification exams

Appendix B

Clinical Teaching Job Description and Responsibilities

The Clinical Teaching Experience

The Clinical Teaching is the culminating experience for individuals enrolled in University's teacher preparation program. Clinical Teaching Residents will be placed with an experienced certified cooperating teacher. Clinical Teaching Residents will complete a full year Internship experience; they will follow the same calendar as their cooperating teachers at SSAISD campus. All Clinical Teaching Students and Residents will participate in staff development and complete their required course work. During the Clinical Teaching/Internship students demonstrate their ability to effectively plan and teach developmentally appropriate lessons, implement effective classroom management strategies, and the application of a variety of evaluation methods and assessments to their instruction. Clinical teachers and Residents will be assessed on these important elements of teaching and their professional dispositions through observations completed by their university supervisor(s) and cooperating teachers.

The purpose of the clinical teaching/Resident experience is to support pre-service teachers the transition from college student to becoming a professional educator and to introduce them to the importance of collaboration. As they experience the day-to-day routine of the school and classroom, the clinical teacher will gain a better understanding of the inter-relationships and dynamics of classrooms and schools under the guidance of an experienced mentor teacher and university faculty. Through this, the clinical teacher/Resident will gain confidence in assuming their role of the teacher and grow professionally.



TEXAS A&M UNIVERSITY
SAN ANTONIO

**MEMORANDUM OF AGREEMENT
BETWEEN
Texas A&M University-San Antonio
AND
South San Independent School District**

Whereas, Texas A&M University-San Antonio (“University”) and South San Independent School District (“SSAISD”) desire to set out in writing the terms and respective responsibilities of the two institutions for education and training of students who are participating in the paid teacher residency program.

**I.
Terms of the Agreement**

This Agreement will commence as of the date signed by both parties. The Agreement shall continue for a period of five years unless either party desires to terminate the Agreement and thus gives the other party thirty (30) days’ written notice of intention to terminate. Any such termination notice given during the SSAISD school year will not be effective until the end of that school year.

**II.
Expectations of Parties**

The University and SSAISD agree as follows:

2.1 Recruitment:

2.1.1 The University will:

- Recruit a mutually agreed upon yearly cohort of students (during each funded year) as Clinical Teaching Residents who are completing teacher certification at the University and who will complete a two-semester clinical teaching residency at an SSAISD campus.
- Select students who are enrolled in the teacher certification program in the Educator Preparation Program at the University to participate in a two-semester residency as Clinical Teaching Interns at an

SSAISD campus.

- Pay each student selected for the SSAISD two-semester residency program a \$25,000 stipend using funds from this agreement.

2.1.2 SSISD will:

- Pay \$25,000 to each Clinical Teaching Intern selected for participation in this program.
- Provide mentor teachers to support the development of the Clinical Teaching Interns. Mentor teachers will:
 - Engage in weekly conferences with the Clinical Teaching Intern
 - Guide the Clinical Teaching Intern in campus policies and procedures
 - Support the growth of the Clinical Teaching Intern through cooperative and guided lesson planning
 - Assist the Clinical Teaching Intern in constructing a child-centered curriculum based upon interests, needs, and experiences of individual students
 - Assist the Clinical Teaching Intern in relating curriculum goals to TEKS outcomes and STAAR objectives
 - Provide space in the classroom for the Clinical Teaching Intern to organize their portfolio and materials
 - Engage in Co-Teaching with the Clinical Teaching Intern
 - Explain any extra duties that the mentor teacher performs and allow the Clinical Teaching Intern to share these responsibilities as appropriate
 - Encourage participation in community activities
 - Involve the Clinical Teaching Intern in parent conferences, demonstrating the amount of preparation, documentation and follow-up required
 - Support the growth of the Clinical Teaching Intern through informal observations and feedback
 - Complete Formal Observations using the T-TESS Pre-Service Teacher Candidate Rubric, including a pre- and post-conference
 - Provide the Clinical Teaching Intern a copy of the observation. This compilation will be shared with the University supervisor. Point out positive performance but be honest about need for improvement. Keep the University Supervisor informed about goals and concerns.

2.1.3 SSAISD in collaboration with the University will:

- Work together to select teachers for the campus that have the knowledge and skills to serve as Mentor Teachers for the Clinical Teaching Interns in the University’s Education Program. University will work closely with SSAISD to identify highly competent and skilled teachers in SSAISD and select teachers that are committed to the tenets of the new model. Recruitment efforts will include advertising the opportunities on SSAISD campuses and in SSAISD publications. The primary responsibility for the selected group of these teachers will be to mentor Clinical Teaching Interns and students completing field practicum at the school.
- Agree upon the number of students participating in the internship during any given time period.

2.2 Residency year training and coursework:

2.2.1 The University will:

- Pre-screen all Clinical Teaching Intern candidates
- Ensure that all Clinical Teaching Interns meet the University’s requirements for clinical teaching
- Provide clinical teaching orientation and provide Clinical Teaching Interns training in the following: Title IX, FERPA, Texas Education Code of Ethics, Substance Abuse Awareness and Prevention, Mental Health, Suicide Prevention and Awareness, as mandated by the Texas Education Agency
- Provide training in lesson plan development, T-TESS evaluations and observation, and professional cooperation and responsibilities
- Meet with the Clinical Teaching Interns on a regular basis to provide additional professional development and support
- Observe all Clinical Teaching Interns and will work in cooperation with the mentor teachers to provide on-going support in their development of excellent teaching.

2.2.2 SSAISD will provide:

- Qualified mentor teachers
- Opportunities for clinical teaching interns to develop their teaching skills
- The mentor teacher will provide detailed observational assessments using the pre-service teacher observation rubric provide by the University
- Professional development opportunities through SSAISD.

2.3 Selection: The University will utilize a competency-based selection processes that aligns with the SSAISD selection model to select the most qualified candidates to

enter the residency model. See Appendix A for the University application requirements.

- The University will pre-screen all clinical teaching intern candidates
- The University will work in collaboration with the SSAISD campus principal to make the final selection of Clinical Teaching Interns.

2.4 **Placement:** The SSAISD campus principal and the Director of Educator Preparation from the University will work in collaboration to place Clinical Teaching Interns with their cooperating mentor teachers. See Clinical Teaching Intern Job Description and Responsibilities Appendix B

- Clinical Teaching Intern Candidates will submit a comprehensive portfolio as part of their screening and application process.
- The Director of Educator Preparation and the campus principal from will work in collaboration to pair Clinical Teaching Interns with Cooperating Mentor teachers.

2.5 **Pre-service training:** The University will provide training and coursework to ensure teacher residents are provided with foundational training before individuals enter the classroom as clinical teaching interns.

2.6 **On-Going Support for Clinical Teaching Interns and Faculty**

2.6.1 The University will:

- require participating students to be enrolled in a 6-hour clinical teaching course which will be supervised by a University faculty member
- provide on-going professional development for the mentor and clinical teachers. Topics will include: Collaborative Planning, Building Professional Competencies, Effective Team Conferencing and Conflict Resolution
- The University faculty may participate in the Professional Learning Communities within SSAISD
- The University faculty may participate in student data collection and analysis and will use this data to guide Clinical Teaching Interns and Mentor Teachers in the development of effective strategies in response to the data.

2.6.2 SSAISD will provide:

- Campus and district professional development
- Clinical Teaching Interns and Mentor Teachers will participate in all required professional development opportunities provided by SSAISD.

**IV.
Dispute Resolution**

The parties shall seek to resolve informally any dispute that arises between them under this Agreement. The parties shall provide each other with written notice of any dispute arising out of this Agreement. The parties shall submit their dispute to mediation before a mutually agreeable mediator as a pre-condition to filing a lawsuit in any court or county, whether in Justice of the Peace, County Court, or District Court. This provision, however, shall be inapplicable if the running of the statute of limitations prevents the parties from engaging in mediation before the necessity of filing suit.

**V.
Miscellaneous Provisions**

**VI.
Nondiscrimination and Compliance**

- 6.1 In conducting its activities under this Agreement, neither party shall exclude or discriminate against any individual on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity.
- 6.2 The University may not access or request to access an SSAISD education records as defined in the Family Education Rights and Privacy Act (“FERPA”) from ClinicalTeaching Interns, or any other source, that has not first been de-identified as provided under FERPA.
- 6.3 SSAISD hereby designates the University as an SSAISD “official” with a legitimate educational interest in SSAISD’s education records as defined in FERPA. Such designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent SSAISD has policies, rules, and procedures binding on SSAISD officials generally, such policies, rules, and procedures will apply to the University only insofar as such compliance is relevant to compliance by the University and SSAISD with FERPA. The University shall implement reasonable administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure SSAISD education records. The University shall: (a) abide by FERPA’s limitations on re-disclosure of personally identifying information in education records; (b) not use or disclose education records created or received from, by, or on behalf of SSAISD or its students for any purpose other than the purpose for which such disclosure is made; and, (c) not

use or disclose such education records except as permitted under this Agreement, as required by law, or as authorized by SSAISD in writing.

- 6.3 The University hereby designates SSAISD as a University “official” with a legitimate educational interest in the University’s education records as defined in FERPA. Such designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent the University has policies, rules, and procedures binding on the University officials generally, such policies, rules, and procedures will apply to SSAISD only insofar as such compliance is relevant to compliance by the University and SSAISD with FERPA. SSAISD shall implement reasonable administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure the University education records. SSAISD shall: (a) abide by FERPA’s limitations on re-disclosure of personally identifying information in education records; (b) not use or disclose education records created or received from, by, or on behalf of the University or the Clinical Teaching Interns for any purpose other than the purpose for which such disclosure is made; and, (c) not use or disclose such education records except as permitted under this Agreement, as required by law, or as authorized by the University in writing.

VII. Governing Law

The validity, construction, scope, and performance of this Agreement shall be governed in accordance with the laws of the State of Texas. This Agreement is performable in Bexar County, Texas. Any claim relating to or arising out of this Agreement shall be brought in Bexar County, Texas

VIII. General Provisions

- 8.1 Each party shall bear its own costs and expenses incurred under this Agreement without expectation of reimbursement from the other party. Nothing in this Agreement obligates either party to expend, exchange, or reimburse funds, services, or anything else of value.
- 8.2 Any notices required or permitted under this Agreement 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 facsimile or 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, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

The University: Texas A&M University-San Antonio
Office of the Provost
One University Way
San Antonio, Texas 78224

SSISD: South San Independent School District
Office of the Superintendent
1450 Gillette Blvd.
San Antonio, Texas 78224

- 8.3 This Agreement contains the entire understanding of the parties as to the matters contained in this Agreement and supersedes all other written and oral agreements between the parties as to those matters. The parties may execute other contracts, but those will not alter this Agreement unless expressly stated in writing.
- 8.4 This Agreement is assignable only with the written consent of both parties.
- 8.5 The University is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the University's right to claim any exemptions, privileges, and immunities as may be provided by law.
- 8.6 The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- 8.7 Each provision of this Agreement 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 Agreement remain valid, legal, and enforceable.
- 8.8 If either party fails to fulfill its obligations under this Agreement, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war, revolution, acts of foreign or domestic terrorism, or embargos, then the other party shall excuse the failure for the duration of the event and for such a time as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event will such time extend for more than 30 days.
- 8.9 This Agreement does not create a partnership or joint venture between the University and SSAISD. 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. The employees of each party are not, by reason of this Agreement, employees of the other party, nor are they entitled or eligible to

participate in any benefits or privileges given or extended by the other party to its employees.

- 8.10 Each party shall comply with all federal, state, and local laws, ordinances and regulations in relation to this Agreement.
- 8.11 The matters covered herein and supersedes all other agreements on the same subject, whether oral or written. Any changes or amendments to this Agreement may be made only in writing and signed by both parties.
- 8.12 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
- 8.13 The headings in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.
- 8.14 Failure of the University to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions of this Agreement.
- 8.15 This Agreement shall not be assigned without the prior written consent of the other party.
- 8.16 The parties represent and acknowledge that they have had the opportunity to review this Agreement with counsel of their choosing and are entering this Agreement freely and voluntarily.

TEXAS A&M UNIVERSITY-SAN ANTONIO

**SOUTH SAN INDEPENDENT
SCHOOL DISTRICT**

By: _____
Dr. Michael O'Brien, Provost

By _____
Dr. Marc Puig, Superintendent

Date _____

Date _____

Appendix A Application Process

Clinical Teaching Intern Application Process:

The successful candidate must complete the application for Clinical Teaching Internship and submit all supporting documents to the Educator Preparation Program.

Students are required to submit a complete academic transcript that demonstrates that they have completed all of the following required preparation courses:

Students must also complete and/or submit the following documents as part of their Clinical Teaching Intern application process:

- Complete the Application for Clinical Teaching Internship and submit all supporting documents to SSAISD
- Complete the required criminal background check for SSAISD
- Participate in a personal interview with the campus principal and/or the University Educator Preparation Program
- Submit current copy of their academic transcript – students must have a 2.75 gpa to be considered for the Internship program at SSAISD
- The Director of Educator Preparation will review all Field Placement Evaluations and Observation Reports
- Applicants will demonstrate readiness (based on their practice exams scores) for their required certification exams

Appendix B

Clinical Teaching Job Description and Responsibilities

The Clinical Teaching Experience

The Clinical Teaching is the culminating experience for individuals enrolled in the University's teacher preparation program. Clinical Teaching Interns will be placed with an experienced certified cooperating teacher. Clinical Teaching Interns will complete a full year internship experience; they will follow the same calendar as their cooperating teachers at SSAISD campus. All Clinical Teaching Students and Interns will participate in staff development and complete their required course work. During the Clinical Teaching/Internship students demonstrate their ability to effectively plan and teach developmentally appropriate lessons, implement effective classroom management strategies, and the application of a variety of evaluation methods and assessments to their instruction. Clinical teachers and interns will be assessed on these important elements of teaching and their professional dispositions through observations completed by their university supervisor(s) and cooperating teachers.

The purpose of the clinical teaching/intern experience is to support pre-service teachers the transition from college student to becoming a professional educator and to introduce them to the importance of collaboration. As they experience the day-to-day routine of the school and classroom, the clinical teacher will gain a better understanding of the inter-relationships and dynamics of classrooms and schools under the guidance of an experienced mentor teacher and university faculty. Through this, the clinical teacher/intern will gain confidence in assuming their role of the teacher and grow professionally.