



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: May 17, 2023

Agenda Section: Consent

Agenda Item Title: Memorandum of Understanding between South San Antonio ISD , Texas A&M University - San Antonio, and Education Service Center - Region 20 ~ Texas Strategic Staffing

From: Rita Uresti, Executive Director of Human Resources

Additional Presenters if Applicable: N/A

Description: This MOU outlines commitments by South San Antonio ISD, Texas A&M University - San Antonio and the ESC - Region 20 to create paid, year-long teacher candidate residencies through the implementation of Texas Strategic Staffing design that includes reallocation of existing school district budgets to meet quality staffing needs.

Historical Data: The design and implementation for this initiative is set forth through TCLAS Decision 5, grant assurances. The district has completed its design year and is looking forward to implementation year 1.

Recommendation: To approve the Memorandum of Understanding between South San Antonio ISD , Texas A&M University - San Antonio, and Education Service Center - Region 20 ~ Texas Strategic Staffing

Funding Budget Code and Amount: TCLAS Decision 5 - \$25,000 per Teacher Resident

Texas A&M University San Antonio

College of Education and Human Development

Document Approval Routing Form

Name of Document: TAMUSA, SSAISD, & ESC Region 20 – Texas Strategic Staffing

Department Name: Educator CAFÉ

Is this a:

New Document

Renewal

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Provost & Vice President



**Memorandum of Understanding for South San Antonio ISD's,
Texas A&M University-San Antonio's, and Education Service Center, Region 20's
Participation in Texas Strategic Staffing with Teacher Residents**

This memorandum of understanding (MOU) is made and entered into this 23rd day of May, 2022, by and between South San Antonio ISD, Texas A&M University-San Antonio, an agency of the State of Texas and a member of The Texas A&M University System (the A&M System) and the Education Service Center, Region 20, established and governed by Texas Education Code Chapter 8, and as set forth in the TCLAS Decision 5 Grant Assurances for High-Quality, Sustainable Teacher Residencies.

This MOU outlines commitments by South San Antonio ISD (hereinafter referred to as "LEA"), Texas A&M University-San Antonio (hereinafter referred to as "EPP or Member"), and the Education Service Center, Region 20 (hereinafter referred to as "ESC-20") to create paid, year-long teacher candidate residencies through the implementation of Texas Strategic Staffing (TSS) design that includes reallocation of existing school district budgets to meet quality staffing needs. This document provides a brief TSS initiative overview and the terms of this MOU. Member and LEA are sometimes hereafter referred to as "Party" individually and as "Parties" collectively. This MOU is intended to be legally binding.

I. Project Overview: Primary Outcomes and Results to be Achieved

This project will establish sustainably paid, year-long teacher residencies, which means Teacher Residents receive compensation from sustainable LEA budget sources. Through TCLAS Decision 5, ESC-20 will provide TSS technical assistance to the LEA and EPP by facilitating the establishment of strategic staffing models with Teacher Residents serving in co-identified schools. ESC-20 will work closely with the LEA and EPP to facilitate the development of shared goals for LEA-paid resident placements in appropriate staffing model positions. Over the course of the Design Year and Implementation Year, success of the project will be measured by:

1. The number of paid Teacher Residents placed in the LEA;
2. The rate at which Teacher Residents are hired to teach in the LEA following the conclusion of the residency year;
3. The rate at which residents are retained in the LEA over time;
4. The increase in the number of teachers who match the diversity of the LEA's student population;
5. Teacher residency graduates' effectiveness as Teachers of Record, as measured by their impact on student achievement and principal evaluations; and
6. The number of Teacher Residents who receive favorable ratings on principal evaluations.

During the Design Year (DY) and Implementation Year (IY), ESC-20 will work with LEA leaders and EPP clinical supervisors to build their capacity to lead TSS initiatives during shared governance meetings. The LEA and EPP will have access to the ESC-20 TSS Toolkit, where design and training resources will be housed. Through a shared governance structure between the LEA and EPP, ESC-20 will also support the LEA and EPP with developing internal capacity to continue the strategic staffing models without TSS technical assistance from ESC-20 beyond the MOU Term. ESC-20 will remain available on a contract-for-services



basis to continue support with establishing a long-term and sustainable structure for strategic staffing with Teacher Residents.

II. Scope of TSS Work to be Provided by ESC-20

ESC-20 will provide technical assistance to the LEA and EPP for two academic years through the TCLAS Decision 5 grant (i.e., 2022-2023 and 2023-2024 school years) to accomplish the following TSS objectives:

1. Address students' learning acceleration needs and other instructional priorities through implementation of high-quality teacher residencies;
2. Enable equitable educational access for LEA 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 the LEA;
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; and
6. Support the LEA to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline.

III. Design Year (DY) Commitments

During DY 2022-2023, the LEA and EPP, with guidance from ESC-20 through a series of Design Sessions and Design Meetings, will engage in TSS design practices to accomplish the following milestones:

1. Identify the appropriate members of the LEA and EPP Design Team who will engage in (at minimum) bi-weekly, one-hour Design Meetings and in-person, full-day Design Sessions over the course of eight months beginning in September 2022.
2. Co-develop a communication strategy to communicate a shared LEA/EPP vision for the residency by designing a communication plan to share with LEA personnel.
3. Co-develop LEA campus selection criteria and select LEA campuses that support meeting the annual goals and vision.
4. Co-develop parameters grounded in the TSS objectives for residency models and Teacher Resident and Mentor Teacher compensation that meet the agreed upon criteria.
5. Co-develop a timeline for the recruitment, selection, and placement of Teacher Residents and Mentor Teachers, including (a) Teacher Resident and Mentor Teacher job descriptions, (b) initial screenings and criteria, (c) Teacher Resident and Mentor Teacher applications, (d) Teacher Resident and Mentor Teacher selection protocols, and (e) Teacher Resident placement and hiring processes.
6. Co-develop Teacher Resident schedules to maximize co-teaching, Teacher Resident development, and any additional campus-based responsibilities (e.g., tutoring, substitute teaching, paraprofessional duties, etc.).



In addition, the LEA and EPP assure:

1. The LEA will select schools in collaboration with the EPP to align with availability of teacher candidate resident placements and pursue resident placement goals that are jointly established between the LEA and EPP.

The LEA and EPP will each assign a point-of-contact individual to serve as the TSS 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 estimated time required to participate in DY sessions and progress check-in calls is approximately 45 hours/person for the duration of the DY.

IV. Implementation Year (IY) Commitments

During IY 2023-2024, the LEA and EPP, with guidance from ESC-20 through IY meetings, will engage in training, implementation, and sustainability of TSS practices to accomplish the following milestones:

1. During Summer 2023, EPP clinical supervisors, with support from ESC-20, will provide two days of role-specific summer training sessions to 2023-2024 Teacher Residents and 2023-2024 Mentor Teachers to build coaching and co-teaching capacity. Session topics will include, but are not limited to:
 - a. Responsibilities and roles;
 - b. High-impact coaching techniques for Mentor Teachers;
 - c. Setting instructional goals and documenting feedback and growth;
 - d. Co-teaching approaches and scheduling; and
 - e. Culturally-informed teaching practices.
2. EPP clinical supervisors and LEA professional development staff, with support from ESC-20, will provide four data-informed training sessions to Mentor Teachers over the course of the IY.
3. ESC-20 will conduct routine site visits to schools to monitor implementation, conduct interviews, and collect data regarding implementation. The LEA and EPP will receive data in December 2023 and May 2024 identifying program strengths and potential strategies to improve the success of the Mentor Teacher role and TSS models being implemented. Data will be discussed and used for improved decision-making during shared governance meetings between the LEA and EPP.

In addition, the LEA and EPP assure:

1. The LEA will give selected schools flexibility to reallocate units and funds within existing budgets to pay for their TSS model(s), including the flexibility to reallocate funds from vacancies, position trades, and other available budget sources.
2. The LEA 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 TSS objectives.
3. The LEA and EPP will collaborate with ESC-20 to gather data needed to monitor the initiative's success. Data will be shared to provide all stakeholders insights into both the TSS implementation and the residency program as it relates to the LEA's and EPP's shared goals.



- a. For the LEA, this includes student, teacher, and school-level data, such as data for those participating in the TSS intervention and data for those in comparison groups.
- b. For the EPP, this includes candidate/graduate-level data for those participating in the TSS intervention and data for those in comparison groups.

Miscellaneous Provisions

1. **Entire Agreement.** This MOU constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this MOU. This MOU may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.
2. **Expenses.** Unless otherwise noted in this MOU, each Party will be responsible for its own costs and expenses incurred in connection with the undertakings contemplated in this MOU.
3. **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 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).
4. **Governing Law.** The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, is governed and determined by the Constitution and the laws of the State of Texas.
5. **Independent Contractor.** Notwithstanding any provision of this MOU to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this MOU or by Member or Employer’s service to Member. Except as specifically required under the terms of this MOU, Member or Employer (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Member or A&M SYSTEM. As an independent contractor, Member or Employer is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Member or Employer and its employees must observe and abide by all applicable Member policies, regulations, rules and procedures, including those applicable to conduct on its premises.
6. **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 MOU.
7. **Notice.** Any notice required or permitted under this MOU must be in writing, and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. The 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:

LEA

South San Antonio Independent School District
Attention: Henry Yzaguirre
1450 Gillette Boulevard
San Antonio, Texas 78224

Texas A&M University-San Antonio

Attention: Dr. Mohamed Abdelrahman
One University Way
San Antonio, Texas 78224

ESC-20

Attention: Dr. Jeff Goldhorn
1314 Hines Avenue
San Antonio, Texas 78208

8. Public Information Act. ESC-20 acknowledges that Member 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 MOU, as well as any other disclosure of information required by applicable Texas law. Upon Member's written request, and at no cost to Member, ESC-20 will provide specified public information (as such term is defined in Section 552.002 of the PIA) exchanged or created under this MOU that is not otherwise excepted from disclosure under the PIA to Member in a non-proprietary format acceptable to Member that is accessible by the public.
9. Severability. In case any one or more of the provisions contained in this MOU will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this MOU will be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the MOU that are required by changes in federal or state law or regulations are automatically incorporated into the MOU without written amendment hereto, and will become effective on the date designated by such law or by regulation.
10. Term & Termination. This MOU is effective from the date of the last party to sign and expires on May 23, 2027. This MOU may be terminated by either Party upon thirty (30) days' 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 days after receiving written notice of the breach.
11. Non-Waiver. Member 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. Employer expressly acknowledges that Member is an agency of the state of Texas.



- and nothing in this MOU will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law.
12. **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.
13. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, venue for a suit filed against Member is in the county in which the primary office of the chief executive officer of Member is located. At the execution of this MOU, such county is Erath, Texas.
14. **Confidentiality**
- 14.1 The Parties anticipate that under this MOU it may be necessary 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 must clearly identify Confidential Information at the time of disclosure by:
- (a) Appropriate stamp or markings on the document exchanged; or
 - (b) 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.
- 14.2 “Confidential Information” does not include information that:
- (a) Is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party;
 - (b) 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;
 - (c) The Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or
 - (d) The Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- 14.3 The Receiving Party will 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 only disclose Confidential Information to its personnel who are directly involved with the Project.
- 14.4 The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this MOU.
- 14.5 If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party will, 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 14, 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.



- 14.6 The Receiving Party will, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information, except that the Receiving Party may securely retain one copy in its files solely for record purposes.
15. FERPA
- 15.1 Under this MOU, LEA and ESC-20 may receive or have access to “education records” as such term is defined in the Family Educational Rights and Privacy Act (“FERPA”) maintained by University (the “FERPA Records”). Prior to disclosing any such FERPA Records to LEA and ESC-20, University will obtain the written consent of the University students to which the FERPA Records relate.
- 15.2 LEA and ESC-20 represents, warrants, and agrees that it will: (a) hold the FERPA Records in strict confidence and not use the FERPA Records for any purpose other than conducting the Research Program or as otherwise authorized by University in writing; and (b) implement and maintain appropriate administrative, physical, and technical safeguards to secure the FERPA Records from unauthorized access, disclosure, or use.
- 15.3 LEA and ESC-20 will not disclose personally identifiable information (as such term is defined in FERPA) from the FERPA Records to any third party unless LEA and ESC-20 (a) obtains University’s prior written authorization and (b) requires any such third party to comply with the same restrictions and obligations contained in this Section.
- 15.4 LEA and ESC-20 must, within two business days of discovery, report to University any use or disclosure of FERPA Records not authorized by this MOU or in writing by University. LEA and ESC-20’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the FERPA Records used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what LEA and ESC-20 has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action LEA and ESC-20 has taken or will take to prevent future similar unauthorized use or disclosure. LEA and ESC-20 must provide such other information, including a written report, as reasonably requested by University.
- 15.5 Upon expiration or termination of this MOU, LEA and ESC-20 must return all FERPA Records to University within thirty (30) days or, if return is not feasible, delete all such FERPA Records.



Commitment to Texas Strategic Staffing

This MOU by South San Antonio ISD, Texas A & M University-San Antonio, and Education Service Center, Region 20 is a commitment to create paid, year-long teacher candidate residencies through the implementation of Texas Strategic Staffing design that includes reallocation and reinvestment of existing LEA budgets to meet the quality staffing needs of South San Antonio ISD. South San Antonio ISD, Texas A & M University-San Antonio, and Education Service Center, Region 20 agree to operate in alignment with all TCLAS Decision 5 Residency Program Grant Assurances, program guidelines, timelines, training, implementation processes, sustainability and requirements.

South San Antonio ISD Interim Superintendent:

Henry Yzaguirre Date

Texas A&M University-San Antonio Provost:

DocuSigned by:
Dr. Mohamed Abdelrahman 4/25/2023
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Mohamed Abdelrahman, Ph.D. Date

Education Service Center, Region 20 Executive Director:

Jeff Goldhorn
Goldhorn (Oct 6, 2022 15:18 CDT)

Jeff Goldhorn, Ph.D. Date