

MEMORANDUM OF UNDERSTANDING

BETWEEN

Canutillo Independent School District

AND

The University of Texas at El Paso

Canutillo Independent School District (hereinafter referred to as C.I.S.D.) and The University of Texas at El Paso (hereinafter referred to as U.T.E.P.) enter into a memorandum of understanding to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of the cooperation between C.I.S.D. and U.T.E.P. are as follows:

- to define the parameters by which partner schools are selected, student teachers are placed within those partner schools and how schools will be selected and utilized as Professional Development Schools by UTEP
- to deepen the understanding of the economic, cultural and social issues environment of the respective institutions.

II.

To achieve these goals, C.I.S.D. and U.T.E.P. will, insofar as the means of each allow:

- promote institutional exchanges by inviting faculty and undergraduate pre-service teachers in the partner institutions to participate in a variety of teaching and/or research activities and professional development;
- receive undergraduate students from UTEP for periods of study and observation;
- carry out joint teacher preparation; and
- exchange information pertaining to developments in teaching, student development and research at each institution.

III.

Each institution shall designate a coordinator/committee to oversee and facilitate the implementation of this Agreement. The coordinators/committees,

working with other appropriate administrators at their respective institutions, shall have the following responsibilities:

- to promote academic collaboration at both faculty, and undergraduate student levels for study and research;
- to act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;
- to distribute to each institution information about the faculty, facilities, library materials and educational resources (including technology) of the other institution; and
- to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

IV.

This general Memorandum of Understanding shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the parties. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

V.

Upon approval by each institution, this agreement shall remain in effect for a period of five (5) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate: at the end of such ninety (90) days. Termination shall be without penalty. If this agreement is terminated, neither C.I.S.D. nor U.T.E.P. shall be liable to the other for any monetary or other losses which may result.

EXECUTED by Canutillo Independent School District and The University of Texas at El Paso in duplicate copies, each of which shall be deemed an original.

Canutillo Independent School District

Signature: _____

By: _____

Title: _____

Date: _____

The University of Texas at El Paso

Signature: _____

By: _____

Title: _____

Date: _____

AFFILIATION AGREEMENT
SCOPE OF WORK

THIS AFFILIATION AGREEMENT SCOPE OF WORK ("this SOW") is made as of the date written below between THE UNIVERSITY OF TEXAS AT EL PASO ("UTEP") a Texas State agency and component institution of The University of Texas System, ("System") and the CANUTILLO INDEPENDENT SCHOOL DISTRICT ("CISD").

WHEREAS, UTEP provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program"); and

WHEREAS, CISD desires to cooperate with UTEP to establish and implement from time to time one or more Programs involving the students and personnel of UTEP and the facilities and personnel of CISD identified as the Schools.

WHEREAS the parties have entered a Memorandum of Understanding ("MOU") to establish a Program of exchange and collaboration in the areas of interest and benefit to both parties.

WHEREAS, UTEP through its College of Education Teacher Education field-based program features learner-centered communities that support the integrated learning and development of PreK-12 students, teacher candidates, and school partners through inquiry-based practice. These learner-centered communities share a common vision of teaching and learning, grounded in research and practitioner knowledge. The parties hereto believe that adults and children learn best in the context of practice. These learning communities facilitate student development and improve the policies and practices of the partnering institutions.

WHEREAS, CISD and UTEP cooperate in a number of ways to improve educational opportunities and achievement for K-12 and university students, and believe that teachers and students who receive direct services from UTEP student teachers will benefit greatly. Accordingly, CISD and UTEP desire to collaborate in the UTEP Partner and Professional Development Schools Application and participate in the placement of student teachers and the development of Professional Development Schools throughout the District.

WHEREAS, This SOW is intended to formalize the roles and essential commitments of the parties during the application of the UTEP Partner and Professional Development Schools process.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree that any Program established and implemented between UTEP and the CISD schools during the term of this SOW shall be covered and subject to the following terms and conditions:

1. Term. The primary term of this SOW shall begin on August 1, 2013, and continue through July 31, 2014. The SOW shall be automatically extended annually, as long as the terms and conditions of this SOW are not changed, modified or adapted in any form.

2. Partnership Levels. CISD and UTEP partnerships are defined as follows:

(a) **Partner Schools:** These are learner-centered communities where student teaching takes place. School administrators and cooperating teachers agree to guide, support, and mentor UTEP student teachers. This includes a commitment from the school that includes but is not limited to:

- (1) completion of required training by all cooperating teachers;
- (2) a period of structured observation of the experienced teacher's strategies, skills, and dispositions;
- (3) responsibilities for the student teacher which include gradual supervised control of the classroom;
- (4) engagement of the student teacher in professional development with integration into the school community; e) timely feedback on performance and completion of all required evaluations as prescribed by the student teaching handbook;
- (5) a campus liaison and/or assignee to communicate with UTEP's Teacher Preparation Program in regards to logistical issues;
- (6) host a minimum of 5 student teachers per semester; and
- (7) may be asked to participate in the Teacher Preparation Advisory Board, Teacher Preparation Program meetings and Teacher Preparation Program and/or District student teacher orientations.

(b) **Professional Development Schools (PDS):** These are learner-centered communities where student teachers and university faculty members take an active role in inquiry-based practice, research, professional development, and more. This includes but is not limited to:

- (1) a commitment from the schools that includes all elements of the Partner Schools description (see above) plus;
- (2) host a minimum of 10 student teachers;
- (3) adequate space and facilities for the delivery of UTEP courses;
- (4) updated technology to be made available to the UTEP program; and
- (5) full campus engagement in the PDS program.

3. Application. The UTEP Partner and Professional Development Schools Application ("Application"), a copy of which is attached hereto as Exhibit A and is incorporated herein by reference, shall define the parameters by which Schools are selected, student teachers are placed within those Schools and how schools will be selected and utilized as Professional Development Schools by UTEP.

4. Duties. In addition to those established in section 2 above, the parties agree to the following as part of their roles and essential commitments under the Program.

(a) **Duties of CISD Partner Schools:**

- (1) UTEP will conduct required training for cooperating teachers and CISD cooperating teachers will complete all required training.
- (2) UTEP will provide personnel to observe cooperating teachers and CISD will observe a period of structured observation of the cooperating teacher's strategies, skills, and dispositions.
- (3) CISD cooperating teachers will assume responsibilities for the student teacher which include gradual supervised control of the classroom.
- (4) CISD will engage the student teacher in professional development with integration into the school community.

- (5) CISD cooperating teachers will provide timely feedback on performance and completion of all required evaluations as prescribed by the UTEP student teaching handbook.
 - (6) CISD will provide a campus liaison and/or assignee to communicate with UTEP's Teacher Preparation Program in regards to logistical issues. CISD will host a minimum of 5 student teachers per semester.
 - (7) CISD cooperating teachers may be asked to participate in the Teacher Preparation Advisory Board, Teacher Preparation Program meetings and Teacher Preparation Program and/or District student teacher orientations
 - (8) CISD will designate a CISD employee as their point of contact for the implementation and utilization of the UTEP Partner and Professional Development Schools Application.
- (b) **Duties of CISD Professional Development Schools ("PDS"):**
- (1) CISD PDS will commit to all elements described under the Duties of Partner Schools (see above).
 - (2) CISD PDS will host a minimum of 10 student teachers.
 - (3) CISD PDS will provide adequate space and facilities for the delivery of UTEP courses, at no cost to UTEP.
 - (4) CISD PDS will provide teacher laptop and presentation technologies for the sole purpose of conducting required UTEP courses at the PDS, at no cost to UTEP.
 - (5) CISD PDS will engage the full campus in the PDS program.
- (c) UTEP Alternative Teacher Certification Program (ATCP) student teachers referred by TEA as 'clinical teachers' may also participate in a PDS at CISD. ATCP Student/Clinical Teachers will require a cooperating teacher at the CISD School and ATCP will pay a stipend of no more than \$300 to the cooperating teachers upon completion of the clinical experience as prescribed by the ATCP Mentor Fee Agreement. It is important to note that only CISD teachers participating as ATCP mentors will receive such stipend.

5. Reservation of Rights. Nothing herein shall be construed to be a waiver of sovereign immunity or similar rights and its rights under the Texas Tort Claims Act by any of the parties, except to the limited extent required by law to enforce the parties' respective obligations to each other hereunder. No provision of this SOW that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable. Records relating to this SOW may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code.

6. Miscellaneous. Without the prior written consent of the other party, no party shall have right or power to assign this SOW in whole or in part, or to delegate or sub-contract any duties hereunder in whole or

part, **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.** This SOW, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa. No consent or waiver, express or implied, by a party to or for any breach of any provision hereunder by the other party shall be deemed a consent or waiver to or for any other breach of the same provision or any other provision hereunder. This SOW has been jointly prepared by the parties, and no ambiguity shall be construed against any party based on the identity of the author of this SOW. This SOW may be executed in original or facsimile signatures, in multiple counterparts. Any provision, or part hereof, of this SOW held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this SOW and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable. The headings, captions, and arrangements used in this SOW are for convenience only and shall not affect the interpretation of this SOW. Notwithstanding the use of the terms "partners", "partnership" or similar terms in this SOW, nothing herein is intended to, nor be construed to create a legal partnership, joint venture, or similar relationship amongst the parties hereto for any purpose whatsoever, including without limitation with respect to the program and other matters described in this SOW or in the MOU.

7. Each student teacher proposed to be assigned to CISD shall pay for all costs of CISD to obtain criminal history records information under Texas Education Code Section 22.0835, and no student teacher with a disqualifying criminal history shall be assigned to CISD.

8. Budgetary Considerations. Resources for implementation of this SOW and Programs may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this SOW and Programs unless specifically stated otherwise. No implementation of any portion of this SOW and the Programs may be initiated prior to the assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement a Program and funding for such purposes is not appropriated to that party or is not otherwise available to the party, said party shall have no further financial obligations upon such determination. Should either party not have funding to carry out any obligations of a particular Program conducted under a particular Application, it shall immediately notify the other party of such fact and of such portions of the Program that may be deemed terminated or modified due to the lack of funding.

9. Notices. Any notice to either party under this SOW and Application must be in writing signed by the party giving it, and shall be deemed given when received by the party's designated representative. Notices shall be mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered to the following designated representatives:

To UTEP:

The University of Texas at El Paso
500 W. University Ave
Attn: Provost and Vice President for Academic Affairs
El Paso, TX 79968

With copy to:

The University of Texas at El Paso
500 W. University Ave
Attn: Dean, College of Education

El Paso, TX 79968

To CISD:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

109. Termination.

- (a) If either party breaches the terms and conditions of the Agreements and the parties have complied with the Resolution of Disputes section of this Agreement, the other party has the right to terminate this SOW and the Programs immediately upon written notice to the other.
- (b) Either party has the right, upon proper notice, to terminate its obligations under this SOW and the Program for reasons of force majeure. "Force majeure" are circumstances beyond the control of an institution that effectively prevent the institution from performing its obligations under the Agreements.

11. Conflict. In the event of conflict between the text of the MOU, this SOW and the Application, this SOW shall govern.

12. Right of Inspection. Parties agree that each institution shall permit the other institution to inspect facilities and services utilized in connection with any activity conducted under this SOW and the Program and Application.

13. Resolution of Disputes. This SOW and other related agreements are based on the common trust and good faith of the parties. In case of disputes, the parties, through the liaisons designated herein, shall make a good faith effort to obtain an amicable resolution.

14. Entire SOW. **THIS SOW AND ITS PARENT MEMORANDUM OF UNDERSTANDING (CISD CONTRACT #20130414) PURSUANT TO WHICH IT IS MADE AS WELL AS THE SCHOOL'S CORRESPONDING APPLICATION, ARE THE FINAL, COMPLETE, AND ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES. CHANGES TO THIS SOW MAY ONLY BE MADE BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.**

IN WITNESS WHEREOF, the authorized representative(s) of both parties have executed this Agreement on dates established below.

LANUTILLO INDEPENDENT SCHOOL DISTRICT

THE UNIVERSITY OF TEXAS AT EL PASO

By: _____

By: _____

Name: _____

Name: Junius J. Gonzales, M.D., M.B.A.

Title: President Board of Trustees

Title: Provost and Vice President for Academic Affairs

Date: _____

Date: _____

Read and Acknowledged:

Date: _____

Dr. Pedro Galaviz
Superintendent
Socorro Independent School District

Stephen Riter
Interim Dean, College of Education
The University of Texas at El Paso

Date: _____