## **Board of Trustees**

# Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Me

Memorandum of Understanding: Texas Reading Academies ESC Implementation

Meeting Date: August 19, 2025

Justification Statement: All K-3 teachers, including special education teachers and principals are required to attend the Texas Reading Academies as mandated under HB3. This agreement allows us to train faculty with ESC Region 19 to meet this requirement.

Purpose of Agenda Item: Item Type:	☐ Information ☐ Discussion ☐ Curriculum & Instruction	<ul><li>☑ Action</li><li>☐ HumanResources</li><li>☑ Business Services</li></ul>		
Staff Responsible:	Jesica Arellano, Executive Director of Curriculum and Instruction			
	Signature of Requester(s)			
	Signature of Presenter(s)			
	Cristina Pulley	00/05/2005		
	Business Services Approval (Initials)	08/06/2025  Date		

#### Agenda Summary:

Curriculum and Instruction is presenting a Memorandum of Understanding between Canutillo ISD and ESC Region 19 for Board of Trustees approval. This MOU supports our ability to fulfill our requirements under HB3 to ensure all K-3 teachers and principals have completed the Texas Reading Academies. This training supports our ability to deliver high-quality, research-based literacy instruction for early elementary students.

Recommendation that the Board of Trustees authorize the district to engage in a Memorandum of Understanding for RECOMMENDATION: Texas Data Systems Support Cooperative provided through ESC Region 19, which will support HB3 requirements.

PRIOR BOARD ACTION: NA AWARDED: NA AWARDED AMOUNT: NA

AMOUNT(S): \$18,000.00

ACCOUNT NO(S):

199.13.6239.00.916.36

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

MOU

REQUESTING DEPARTMENT:

Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:

Canutillo ISD will not have a partnership with an approved Texas Reading Academies provider and will be unable to meet requirements under HB3.

IMPLEMENTATION TIMELINE:

August 1, 2025 - August 31, 2026

ATTACHMENT(S): 

✓ 1) Memorandum of Understanding

ESC R19





### MEMORANDUM OF UNDERSTANDING

**Texas Reading Academies ESC Implementation** 

#### RECITALS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the <u>Canutillo ISD</u> (hereinafter referred to as "The <u>District"</u> and Education Service Center Region 19, (hereinafter referred to as "ESC 19"),

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter interlocal contracts for governmental purposes;

WHEREAS, to accomplish the outcome, all K-3 teachers, including special education teachers, and principals are required to attend the HB 3 Reading Academies. TEA has published guidance in the form of letters to school districts and FAQ guidance to Education Service Centers; and

WHEREAS the most recent guidance to Education Service Center regarding their provision of Reading Academies to school districts and is incorporated for all purposes into this MOU as if reproduced in its entirety; and

WHEREAS TEA states that school districts have the following options relating to ensuring their teachers obtain Reading Academies training:

- 1. **Use an Authorized Provider** for Comprehensive Pathway-Required for ELAR, Biliteracy and STR cohorts
  - The District pays \$3,000 per participant for Comprehensive pathway.

WHEREAS ESC 19, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering this MOU with school districts to provide the default implementation model for Reading Academies through the in-person comprehensive model. The majority of the Reading Academies pathways (ELAR, Biliteracy, and STR) will be delivered through the comprehensive model, while only the Administrator pathway, Deaf and Hard of Hearing

pathway, and Extenuating Circumstance course will be delivered through the blended model.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

#### I. Designation by District of Reading Academies Services to be Provided by ESC 19:

The District opts for ESC 19 to provide Reading Academies training to the District as follows:

Districts may enroll educators in the following launch months for SY 2025-26: July 2025, August 2025, September 2025, January 2026, or June 2026.

#### Responsibilities of the Parties.

For ESC 19:

- 1) Inform LEAs about each pathway available for Texas Reading Academies. Options are: ELAR, Biliteracy, STR ELAR, STR Biliteracy, Demonstrated Proficiency, Deaf and Hard of Hearing pathway, and Administrator.
- 2) Prior to enrolling a teacher in Reading Academies, the district determines which pathway aligns most closely with the teachers' role and district needs. Each pathway provides specialized content divided into 12 modules aligned to the science of teaching reading (STR).
- 3) Assist LEAs in determining the appropriate model and pathway in which to enroll each participant. Blended pathway is available only to administrators starting school year 2023-2024. ESC 19 will not lead the administrative pathway. The Administrator Pathway is only available through ESC Region 16 and must be registered using the Region 16 Preregistration form found in the AP Hub. ESC 19 will assist in coordinating registration with Region 16. Administrators may take either the Blended Admin Pathway or the Comprehensive ELAR or Biliteracy Pathways alongside their teachers. T-TESS connections and artifacts specific to the administrator perspective are found in the Blended Admin Pathway.
- 4) Ensure all Cohort Leaders have met the screening requirements determined by TEA.
- 5) Ensure that Cohort Leaders attend Cohort Leader Training prior to leading a cohort for the associated implementation year and follow the responsibilities:
  - Lead in-person learning sessions of the module content
  - Create a literacy community of educators
  - Provide individualized scaffolded support to ensure educator understanding of evidence-based literacy instruction
  - Support participants as they engage in hands-on activities and group discussions during the in-person sessions
  - Share approved resources with participants through the Canvas LMS
  - Coach and support participants for successful completion (80% mastery) of all Checks for Understanding
  - Provide feedback and coaching for the artifacts and grade artifact resubmissions (80% mastery)

- Conduct classroom observations and four one-on-one coaching feedback sessions with each participant. While classroom observations must be completed inperson, coaching feedback sessions may be held virtually
- Provide additional support to participants as needed through office hours
- Ensure fidelity of Texas Reading Academies content delivery and program requirements
- 6) Ensure that each cohort is assigned an appropriate cohort leader for the designated pathway (ELAR, Biliteracy, STR ELAR, STR Biliteracy)
- 7) Ensure that Cohort Leader & Support Cohort Leader Roles and Responsibilities are clearly communicated to LEAs. A Support Cohort Leader may assist with coaching, feedback, and make-up sessions, and may support no more than 60 participants across cohorts. They do not receive a HB 3 Reading Academies Certificate.
- 8) Work with districts to ensure all academy participants have adequate support to complete the Texas Reading Academy course, including attendance at all scheduled sessions. ESC 19 will provide one in-person make-up session for each missed day of comprehensive learning. Sessions may be split over multiple days as needed.
- 9) Communicate Reading Academy expectations to participants.
- 10) Ensure Cohort Leaders review the plagiarism clause with participants at the beginning of each module.
- 11) Work with Cohort Leaders to address artifact academic dishonesty. Note: Virtual synchronous delivery of comprehensive sessions is not permitted without an approved Exceptions Request submitted to TEA at least three weeks prior to the scheduled session.
- 12) Inform participants that the use of Chat GPT or other AI text generators for discussions, assignments, and artifacts is strictly forbidden. As AI-generated text is not the work of the submitter, the submission of AI-generated text will be considered plagiarism and subject to the rules governing plagiarism in the Reading Academies.
- 13) Authorized Provider will be the first point of contact and, together with the cohort leader, verify that the artifact submission(s) demonstrate irregularities that indicate possible plagiarism. Plagiarism will not be tolerated, and such incidents will be resolved with TEA guidance.
- 14) All Reading Academies participants are held to a high standard of professionalism, and plagiarism and/or sharing of answers within or outside of the cohort will not be tolerated. All participants suspected of plagiarism or sharing content will be warned and required to resubmit their work. On the second offense, they may be removed from the cohort in which they are participating and may be required to take the Reading Academies over again in their entirety.
- 15) Authorized Providers are responsible for ensuring that Cohort Leaders communicate placeholders are NOT allowed for artifact submissions; any placeholders will be scored with a "0".
- 16) Monitor and support district in ensuring the quality of Reading Academy implementation.
- 17) Inform districts about the formative and summative metrics for 2025-2026
  - Summative Metric Reviewed at the end of each term: 95% of participants complete the course (earn a certificate)
  - Summative Metric: 90% of participants will pass human-graded artifacts on the first graded attempt
  - At least 85% of participants Agree/Strongly Agree with the statement "My Cohort

- Leader is an effective facilitator of the module content."
- At least 80% of participants Agree/Strongly Agree that the support provided by their Cohort Leader through observations and coaching sessions has helped them understand how to teach using STR strategies.
- In TRA 2025-2026, at least 97% of Cohort Leaders Agree/Strongly Agree with the statement: "My AP supports me to fulfill my role and responsibilities as Cohort Leader"
- Authorized Provider/Facilitator will hold monthly Communities of Practice (CoP) meetings with cohort leaders (virtual and in person).

#### For the District:

- 18) Determine the appropriate model in which to enroll each participant. (ELAR, Biliteracy, ELAR STR, Biliteracy STR). STR participants must provide proof of eligibility for the STR pathway.
- 19) Provide support to reading academy participants to complete the Texas Reading Academy course and will keep district campus leaders informed of learner progress and attendance to ensure participants attend and successfully complete all scheduled sessions.
- 20) Assist in ensuring that artifacts are submitted by the deadline indicated on the Important Dates document. Districts may request support from ESC 19 in registering eligible educators for the Demonstrated Proficiency Option (DPO), which includes a screener and three artifacts and costs \$350 per participant.
- 21) Work with Cohort Leaders to address academic dishonesty. The use of Chat GPT or other AI text generators for discussions, assignments, and artifacts is strictly forbidden. As AI-generated text is not the work of the submitter, the submission of AI-generated text will be considered plagiarism and subject to the rules governing plagiarism in the Reading Academies.
- 22) Acknowledge that the district will be held responsible for all Reading Academy Metrics as assigned by TEA.
- 23) Assign one or more individuals to support the coordination and implementation of Reading Academies.
- 24) Review and communicate the 2025 2026 Reading Academy calendar to district and campus leaders to support and facilitate campus planning of substitute coverage for teachers attending the 10 face-to-face regular pathway sessions and the 7-day schedule for STR pathway sessions. This communication will further support attendance and completion of Texas Reading Academy for all learners.
- 25) Ensure participants are willing and able to complete the entirety of the Reading Academies content within the course time, unless one of the following exceptions arises: Resignation, Retirement, Termination, Reassignment outside of K-3, FMLA, or another extreme circumstance deemed appropriate by TEA and/or ESC Should any of the above exceptions occur, inform Authorized provider in a timely manner.

#### II. TERM OF AGREEMENT

This Agreement shall be effective on <u>August 1, 2025</u>, and terminate, except as provided herein, on <u>August 15, 2026</u>, unless sooner terminated upon 30 days prior written notice

by either party or upon completion of all training by ESC 19 of the District's personnel (the "Term"). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Reading Academies. No monies will be refunded unless Agreement is terminated within 30 days of initial signing date.

## III. FEES

Pay the TEA set fee to ESC 19 as an Authorized Provider of \$3,000 per participant

The District requests 6\_participants
The total fee for the district is \$18,000

## IV. ADDITIONAL TERMS AND CONDITIONS

- 1. <u>Assignments.</u> Neither Party may assign this Agreement without the prior written consent of the other party.
- 2. **Entire Agreement**. This Agreement contains all the agreement between the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.
- 3. <u>Independent Contractor Status</u>. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.
- 4. <u>Third Party Beneficiaries.</u> Nothing in this Agreement creates or will be deemed to be third party beneficiaries of or under this Agreement.
- 5. Governing Law. This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in El Paso County, Texas.
- 6. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of ESC 19, of the staff and employees of ESC 19, or of the District.
- 7. <u>Dispute Resolution</u>. The Executive Director of ESC 19 or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.
- 8. <u>Amendments.</u> This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

The individuals signing below are authorized to do so by the respective Parties to this Agreement.

FOR AND ON BEHALF OF THE DISTRICT FOR AND ON BEHALF OF ESC 19

By:	By:
Superintendent Signature	Authorized Signature
	Executive Director
Title	Title
	6/23/2025
Date	Date
	Anabel M. Tanabe
<b>District Contact Person</b>	ESC 19 Contact Person
	Assistant Director, AISS
Title of Contact	Title of Contact
	6611 Boeing Dr
Street Address	Street Address
	El Paso, TX 79925
City, State Zip	City, State Zip
	915-780-5069
<b>Contact's Telephone Number</b>	Contact's Telephone Number