



Meeting Date: December 19, 2024

Submitted By: Dr. Kristin Saunders
Title: Assistant Superintendent

Agenda Item: Consider and take action regarding approving the Memorandum of Understanding (MOU) with the Children’s Learning Institute (CLI) at The University of Texas Health Science Center at Houston (UTHealth).

CONSENT ITEM

RECOMMENDATION:

Approve the Memorandum of Understanding (MOU) with the Children’s Learning Institute (CLI) at The University of Texas Health Science Center at Houston (UTHealth) to examine ways to improve Kindergarten teachers’ knowledge and use of evidence-based practices for increasing students’ language skills.

IMPACT/RATIONALE:

The purpose of this agreement is to outline the responsibilities JISD schools participating in the DT research project and CLI. We wish to ensure that communications are clear and understood and that leadership responsibility is shared so that available resources are utilized in the most effective manner.

BOARD ACTION REQUESTED:

Approval/Disapproval

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between the Children's Learning Institute (CLI) at The University of Texas Health Science Center at Houston (UTHealth) and Judson Independent School District (JISD). UTHealth and JISD shall be collectively referred to as the "Parties" and individually as a "Party."

Recitals

WHEREAS, JISD is a public, independent school district; and

WHEREAS, UTHealth administers the Developing Talkers (DT) research project, to examine ways to improve Kindergarten and Grade 1 teachers' knowledge and use of evidence-based practices for increasing students' language skills.

WHEREAS, the purpose of this agreement is to outline the responsibilities JISD schools participating in the DT research project and CLI. We wish to ensure that communications are clear and understood and that leadership responsibility is shared so that available resources are utilized in the most effective manner.

NOW, THEREFORE, in consideration of the covenants of the Parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties mutually agree as follows

I. Term

This MOU shall be effective from October 31, 2024 to October 30, 2025. JISD may renew this MOU for an additional one (1) year term at the expiration of the initial term upon an annual review of performance if CLI research funds are available to continue the project in classrooms that did not take part in the prior year. The renewal terms to be on the same terms and conditions as contained herein and shall begin immediately upon the expiration of the initial term and terminate one year thereafter. Upon the expiration of the term or a termination in conformance with the terms herein, the parties shall have no further obligations to one another. Either party may terminate this agreement without cause and for convenience upon thirty (30) days written notice to the other party.

II. Description of Research Project

Purpose of the project is to examine ways to improve Kindergarten and Grade 1 teachers' knowledge and use of evidence-based practices for increasing students' language skills. Developing Talkers is a shared reading program that features narrative and informational texts. The goal is to develop academic level language skills for ALL students by providing whole group and small group lessons. This study focuses on how to best support teachers as learners. We want to know how we can best help teachers to use evidence-based instructional practices. Most kindergarten and first grade teachers already read aloud to their students daily. Therefore, this study helps us understand how to help teachers ask meaningful questions and define important vocabulary words. The project involves the delivery of up to 20 weeks of in classroom intervention and research at elementary school; grade K and 1st grade classrooms. Teachers will be asked to implement 3x per week, and agree to classroom observations by CLI staff with a start date of September/October. Developing Talkers units include socioemotional and science topics. All intervention teachers will receive a DT kit which includes a book with in-text prompts, vocabulary cards, and other activities for small groups. However, kits will vary slightly depending on whether teachers are in the DT scripted group or DT adaptive group.

There are two intervention approaches- DT scripted and DT Adaptive. DT scripted curricula provide teachers with talking points within their lessons that do not require extra time for lesson planning. These lessons include guiding questions with scaffolding, in-text questions, and explicit vocabulary cards with child friendly definitions. The DT Adaptive curriculum does not require teachers to develop lessons from scratch, but instead uses a gradual release of responsibility for teachers to prepare certain lesson components distributed over time. Teachers have the opportunity to practice and master a certain skill before they have to shift their focus on another skill.

1. Teachers randomized to the BAU control group, will proceed with “business as usual” practices and will receive the supplemental read aloud materials on a delayed or “waitlist” schedule.

2. Teachers randomly assigned to the supplemental read aloud only intervention group will receive a supplement material kit, training on how to carry out the supplemental read aloud, and professional development (PD) opportunities.

For the avoidance of doubt, JISD shall not be require to provide payment for the project described herein.

III. Participating Schools

Teachers will be invited from all JISD campuses to take part in this study if they meet these eligibility requirements:

1. Kindergarten and First grade classrooms with English instruction or bilingual ESL classrooms.
2. The lead teacher provides informed, written consent to take part in the research. This is optional and teachers can stop taking part in the research at any time.
3. At least 2 parents of eligible students in the classroom provide informed, written consent for their child to take part.

IV. Responsibilities of Participating School

1. Ensure that all information is submitted as requested by the Children’s Learning Institute, including student rosters, attendance, and other data.
2. Understand that teachers will be randomly assigned to either the (1) business as usual (BAU) waitlist control; (2) DT Scripted; or (3) DT Adaptive and that the district or school may not change this random assignment to groups.
3. Teachers must be given an opportunity to provide informed written consent without feeling that their district/school required them to take part because research is optional and teachers can stop taking part at anytime. JISD school leaders should understand that all teachers (Control and Intervention) will be asked to:
 - a. Make every effort to remain in the study during the school year.
 - b. Create a positive climate supporting children’s social, emotional and cognitive development.
 - c. Assist in efforts to obtain parental consent for child participation.
 - d. Complete teacher surveys and questionnaires
 - e. Complete book reading observation conducted by CLI staff 3 times during the school year.
 - f. Provide accurate and up to date classroom child enrollment and attendance information.
 - g. Allow researchers from the Children’s Learning Institute (CLI) classroom access throughout the duration of the project for teacher observations and to assess children enrolled in the study at the beginning and end of the school year (approximately 45 minutes per child at each time point) to determine progress.

V. Activities for Teachers in the Control Group

Teachers randomized into BAU will continue “business as usual” will provide informed consent that they will be invited to take part in these activities:

1. Continue with their “business as usual” practices during the focal school year.
2. Receive supplemental read aloud materials the **summer after posttest** and an optional training.

VI. Activities for Teachers in the Intervention group

Teachers randomly assigned into the Intervention group will be invited to take part in these research activities after providing informed written consent:

1. Intervention Group – Developing Talkers
 - a. Receive supplemental read aloud materials (value \$500) with read-aloud books (narrative and informational genres)
 - i. This supplemental read aloud was developed at the Children’s Learning Institute at UTHealth.
 - b. **Deliver 3 days of lessons per week** that require 30 minutes on these days:
 - i. Specifically, this includes **3 whole-group read aloud** sessions (15-20 mins each) and **3 optional small-group review** sessions (7-10 mins each).
 - c. Attend **2 days of training** (7 hours each in Fall, 2nd training optional) to learn to carry out the supplemental read aloud.
 - i. Substitute fees will be reimbursed to your school when you invoice CLI.
 - ii. We can offer the second training virtually, if preferred.
 - d. Participate in up to **6 individualized coaching sessions**.
 - i. These include both in-person classroom coaching as well as remote coaching sessions.
 - e. Options to review up to **4 online modules** on supporting **language** at www.CLIEngage.org.
 - i. If teachers attend all professional development opportunities (workshop trainings, online courses, and individualized coaching) they will receive a certification for 23 CPE hours.

VII. Responsibilities of CLI

1. Provide a highly trained coach for teachers in the treatment group.
2. Provide intervention classrooms with the Developing Talkers intervention materials.
3. Provide reimbursement for substitute teachers to enable intervention teachers to attend up to 2 days of training upon receipt of invoice from school.
4. Provide incentives to teachers for participation in the DT research project.

VIII. Incentive: Teachers

1. **Treatment:** Teachers randomized to the DT program will receive \$325 for the successful participation in the DT program including training, coaching, video recording and uploading, surveys, and questionnaires.
2. **Control Group:** Teachers randomly assigned to the control group will receive \$250 for participating by completing observations, surveys and questionnaires.

XI. Legal Authority

The Parties represent and warrant that the person executing this MOU on behalf of each Party has full power and authority to enter into this MOU and to bind their respective parties to all terms set forth in the MOU.

XII. Independent Entities

It is understood and agreed that each Party is an independent contractor and neither Party, nor any of its employees or agents contracted by it, shall be deemed for any purposes to be employees or agents of the other Party. Each Party shall assume exclusive responsibility for the acts of its employees, agents, and related personnel while performing any services incident to this agreement and shall remain responsible for their supervision, daily direction and control, and payment of salary during the course and scope of this agreement.

XIII. Indemnification

Each Party shall to the extent allowed by law, indemnify, hold harmless and defend the other Party, its officers, directors, employees, agents from and against any and all liability for injury, disallowed cost, damages, claims, losses, and expenses, including attorneys' fees and cost of suit caused by any act or omission of either Party, its employees, volunteers, agents or program participants or anyone for whose acts any of them may be liable, any subcontractor or anyone directly or indirectly employed by them or anyone for whose act any of them may be liable regardless of whether such acts or omissions are caused by the party indemnified hereunder.

XIV. Confidentiality

The Parties hereto shall keep confidential all information, in whatever form, produced, prepared, observed or received by either Party, to the extent that it is confidential by law or otherwise required by this Contract.

XV. Assignments

The Parties hereto shall not transfer any interest under this Contract (whether by assignment, delegation, subcontract or novation) without prior written approval of the other Party.

XVI. Modifications

In the event that a Party desires additional services not included in the Scope of Work or modify this contract, the Parties shall negotiate in good faith as to the scope, price and time frame for the performance of such additional services and upon reaching an agreement, the agreement shall be memorialized in a written executed amendment setting forth the additional service, price and time frame for the performance thereof, along with any other pertinent terms and conditions that vary from this contract and said amendment shall be attached to and become a part of this contract.

XVII. Entire Contract and Governing Law

This MOU shall constitute the entire agreement of the Parties and such are intended as a complete understanding and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

This MOU shall be governed by the laws of the State of Texas. The Parties understand that certain policies established by Judson ISD Board of Trustees may apply to this MOU; provided, however, that such policies shall not take precedence over the laws of the State of Texas. Such policies can be accessed on the web at www.judsonisd.org

XVIII. Counterparts

This MOU may be executed in multiple counterparts, each of which shall be deemed an original agreement having the full force and effect of one instrument, notwithstanding that all the parties shall have not signed the same counterpart. Signed signature pages may be transmitted electronically or by facsimile, and any such signature shall have the same legal effect as an original. If a party returns this copy by facsimile machine, the signing party intends the copy of its authorized signature printed by the receiving machine to be its original signature.

IN WITNESS WHEREOF, the Parties hereto have signed this agreement consisting of 4 preceding pages, this page and stated Exhibits on _____.

Judson Independent School District

The University of Texas Health Science Center
at Houston

Milton Fields
Superintendent of Schools

Valerie Bomben, PhD
Director, Sponsored Contracts