

# MEMORANDUM OF UNDERSTANDING

**Texas Reading Academies** 

#### RECITALS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the <u>Canutillo Independent School District</u> (hereinafter referred to as "The District" 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 into interlocal contracts for governmental purposes;

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving Reading Academy training, 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 for teachers and principals.
  - 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 Comprehensive pathway

Cohort 5 - 2024-2045	
Stephani Romo	RES
Vivian Varela	JDE
Gabriela Romero	JDE
Ariana Ornelas	CES
Ruth Flores	DDE
Jared Cicchetti	GES

Reading Academy training for K-3 teachers and principals employed at their district.

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:

### 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, and Administrator.
- 2) 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. However, ESC 19 will work in collaboration with districts to enroll administrators in the course.
- 3) Ensure that Cohort Leaders attend Cohort Leader Training prior to leading a cohort for the associated implementation year.
- 4) Ensure all Cohort Leaders have met the screening requirements determined by TEA.
- 5) Ensure that each cohort is assigned an appropriate cohort leader for the designated pathway (ELAR, Biliteracy, STR ELAR, STR Biliteracy)
- 6) Ensure that full-time Cohort Leaders only serve the following number and types of cohorts within the 12-month term:
  - One comprehensive cohort (up to a maximum of 60 participants).
  - Note: A one-month overlap is allowable. For example, cohort leaders may start a new cohort, or set of cohorts, one month prior to an 11-month course ending, but will be responsible for completing all assigned duties for both cohort years.
- 7) Ensure that Cohort Leader & Support Cohort Leader Roles and Responsibilities are clearly communicated to LEAs.
- 8) Work with districts to ensure all academy participants have adequate support to complete the Texas Reading Academy course to include ensuring participants attend all scheduled sessions.
- 9) Ensure that Cohort Leaders sign and abide by all requirements listed in the Cohort Leader Agreement.
- 10) Communicate Reading Academy expectations to participants and collect signed "Participant Statement of Understanding" for all participants enrolled in the course.
- 11) Ensure Cohort Leaders review the plagiarism clause with participants at the beginning of each module.
- 12) Work with Cohort Leaders to address artifact academic dishonesty.
- 13) 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.
- 14) Work with LEAs and Cohort Leaders to ensure artifacts are submitted by the deadline indicated on the Important Dates document.
- 15) Ensure that Cohort Leaders support participants through all artifact submissions using the artifact rubrics and learner checklists.
- 16) 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.
- 17) 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.
- 18) 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".
- 19) Monitor and support district in ensuring the quality of Reading Academy implementation.
- 20) Inform districts about the formative and summative metrics.
  - Summative Metric Reviewed at the end of each term: 90% of participants complete the course (earn a certificate
  - Formative Metric Reviewed Monthly: 95% comprehensive participants submit artifacts by deadline. 80% of blended participants submit artifacts by the deadline
  - Summative Metric: 75% of participants pass artifact on the first attempt; 90% pass artifact by their second attempt.
  - Formative Metric: 80% of participants pass artifact #1 by the first attempt. 95 % of participants pass artifact #1 by the second attempt.
  - 80% of participants pass artifact #2 by the first attempt. 95% of participants pass artifact #2 by the second attempt.
  - Cohort Leader satisfaction after modules 4 and 8 will be gathered from participants to provide insights if additional support for cohort leaders is needed.
  - Customer service satisfaction data as an Authorized Provider will be gathered.
    - a. Authorized Provider
  - will hold monthly Communities of Practice (CoP) meetings with cohort leaders (virtual and in person).
  - Will closely monitor and analyze data for each cohort to ensure a positive learning experience.
  - Will provide technical support and assistance to Cohort Leaders including coaching cycles, artifact training, Canvas Announcements, campus visits, etc.

#### For the District:

- 21) 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.
- 22) 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.
- 23) Ensure that artifacts are submitted by the deadline indicated on the Important Dates document.
- 24) 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.
- 25) Acknowledge that the district will be held responsible for all Reading Academy Metrics as assigned by TEA.
- 26) Assign one or more individuals to support the coordination and implementation of Reading Academies.
- 27) Review and communicate the 2024 2025 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.
- 28) 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, 2024</u>, and terminate, except as provided herein, on <u>August 31, 2025</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	participants	attend	the	Reading	Academy	course.
The total fee of the district is						

### IV. ADDITIONAL TERMS AND CONDITIONS

- 1. <u>Assignments</u>. Neither Party may assign this Agreement without the prior written consent of the other.
- 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. Third Party Beneficiaries. Nothing in this Agreement creates or will be deemed to create 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:Superintendent Signature	By: Authorized Signature				
Title	Executive Director Title				
Date	7/11/2024 Date				
District Contact Person	Anabel M. Tanabe ESC 19 Contact Person				
Title of Contact	Assistant Director, AISS Title of Contact				
Street Address	6611 Boeing Dr Street Address				
City, State Zip	El Paso, TX 79925 City, State Zip				
Contact's Telephone Number	915-780-5069 Contact's Telephone Number				