



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

MEMORANDUM

To: Board of Trustees
From: Mrs. Myrna Lopez, Director of Administrative Services
Subject: Revised MOU for UTEP Residency Program
Date: July 24, 2026

HISTORY:

The school board approved the MOU with UTEP for the teacher residency program during the April 2026 board meeting.

RATIONALE:

The UTEP updated the MOU due to HB 2 requirements. Legal reviewed the revised MOU and approved.

BUDGET IMPACT:

None

ADMINISTRATIVE RECOMMENDATION:

Administration recommends that the Board of Trustees approve the revised MOU with UTEP.

**PREP RESIDENCY PRESERVICE PROGRAM
EDUCATIONAL AFFILIATION AGREEMENT**
between
TORNILLO INDEPENDENT SCHOOL DISTRICT
and
THE UNIVERSITY OF TEXAS AT EL PASO

This Agreement (“Agreement”) is entered into effective as of the date of last signature below (“Effective Date”), between Tornillo Independent School District (“District”) and The University of Texas at El Paso, a Texas State Agency, Texas Public Institution of Higher Education and component institution of the University of Texas System (“UTEP”) for the joint exercise of their authority. Jointly UTEP and the District shall be hereinafter identified as the “Parties” and individually a “Party”.

RECITALS

WHEREAS, UTEP students in its College of Education Teacher Preparation Program are required to do clinical student teaching as part of their degree program;

WHEREAS, UTEP and the District have a history of collaborating in placing student teachers to perform their practicum education at District schools;

WHEREAS, UTEP has obtained external support for the implementation the program regarding teacher training and student teaching that involves collaboration between schools, colleges of education, PreK-12 schools, and school districts and is known as a *“Preparing and Retaining Educators through Partnership (PREP) Residency Preservice Program”*.

WHEREAS, House Bill 2 of the 89th Texas Legislature established the Preparing and Retaining Educators through Partnerships Program (“PREP”) Allotment to strengthen the quality of teacher recruitment, preparation and mentorship across the state and this Agreement is intended to satisfy the PREP partnership components and applicable requirements in Texas Education Code (TEC) §§ 21.902, 21.904, and 48.157, and 19 Texas Administrative Code (TAC) Chapter 228 (as applicable).

WHEREAS, the Parties wish to enter this Agreement to establish the PREP Residency Preservice Program.

NOW, THEREFORE, in consideration of the mutual commitments contained in this Agreement, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to allow UTEP and District to implement the *Preparing and Retaining Educators through Partnership (PREP) Residency Preservice Program* in the District (“Program”). The Program differs from other traditional teacher preparation models primarily in having specifically recruited and trained Mentor Teachers, teacher candidates who commit to a year-long residency program, and a full-time UTEP Site Coordinator for the Program. A shared Governance Committee will provide leadership and oversight of the Program.

The Program shall facilitate a learning-centered partnership between the District and UTEP in compliance with the Preparing & Retaining Educators through Partnership (“PREP”) Program Allotment; and to support a high-quality teacher residency that results in effective classroom practice and positive PK–12 student outcomes.

2. Definitions

- 2.1.** Mentor Teacher – a certified teacher that models good teaching and wise counseling; primarily responsible for supervising the work and activities of the Residents while performing student teaching.
- 2.2.** Resident – a UTEP student who is a Teacher Candidate in his/her final year of the Teacher Preparation Program.
- 2.3.** Site Principal – The Principal of a District school at which Residents perform student teaching under the supervision of Mentor Teachers.
- 2.4.** Course Instructor – a UTEP College of Education faculty member.
- 2.5.** UTEP Site Coordinator – a UTEP College of Education faculty member housed within the District to administer, coach, and evaluate Residents, teach courses, and coordinate and provide relevant Professional Development to Mentor Teachers.
- 2.6.** Teacher Preparation Program – a professional preparation program for teacher certification according to the standards of the State Board of Educator Certification.
- 2.7.** Professional Development (in-service) – activities designed to improve Mentor Teachers’ effectiveness and increase their students’ learning and achievement.
- 2.8.** Governance Committee – a leadership and oversight committee for the Program as described in Section 6 of this Agreement.
- 2.9.** Resident Improvement Plan (“Plan”) – a detailed improvement and accountability plan of action developed for UTEP Residents identified as falling far below the UTEP College of Education academic and/or professional standards or Program expectations.
- 2.10.** FERPA – Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g).
- 2.11.** PK-12 Student – A PK-12 student enrolled in District schools.

3. Collaborative Goals

- 3.1.** Provide Residents with professional instructional coaching and opportunities to engage in co-teaching throughout their clinical placement at a District School.
- 3.2.** Ensure compliance with State Board for Educator Certification (“SBEC”) requirements for Residents seeking initial certification, as well as with PREP Program Allotment requirements.
- 3.3.** Establish and communicate compliance procedures associated with participation in the Program.

4. District Obligations

Pursuant to the terms of this Agreement, the District shall:

- 4.1.** Recruit and provide high-quality Mentor Teachers sufficient in numbers for a cohort of up to 20 Residents, without additional compensation from UTEP.
- 4.2.** Supply facility resources (e.g., meeting space with furnishings and technology) to support partnership activities, as available and appropriate.

- 4.3. Provide a classroom during after school hours sufficient in size to host up to 20 UTEP students, solely for conducting teacher education courses, seminars, and student counseling.
- 4.4. Provide office space at a site for the UTEP Site Coordinator that is secure and adequate for administrative duties and for individual conferences with Residents.
- 4.5. Share and analyze student achievement/benchmark data with UTEP for the purpose of improving student learning and for Program improvement.
- 4.6. Assign Mentor Teachers, in conjunction with the UTEP Site Coordinator, to actively supervise, mentor and evaluate their assigned Residents using UTEP processes and performance assessment tools.
- 4.7. Provide opportunities for the Residents to attend district-level and school-level professional development activities.
- 4.8. Provide wireless internet access to Residents while at District facilities in conformance with District's Acceptable Use Policy.
- 4.9. Provide Residents access to District curriculum systems and instructional resources.
- 4.10. Permit Resident video recording for licensure and professional development purposes in accordance with District policy; provided signed parental consent forms are secured as required.

5. UTEP Obligations

Pursuant to this Agreement, UTEP shall:

- 5.1. Provide at its sole cost a full-time UTEP Site Coordinator employed by the UTEP College of Education to carry out the duties designated for the Program.
- 5.2. Subject to UTEP hiring processes, utilize the cooperating district Governance Committee to provide recommendations to the Dean regarding potential Course Instructors for the Program.
- 5.3. Adapt and support programming that helps Program graduates meet state and federal guidelines, as well as district needs, for high-quality teacher preparation.
- 5.4. Assure that all Residents selected for participation in Program have satisfactorily completed all portions of the UTEP curriculum that are a prerequisite for participation in the Program.
- 5.5. Verify that prior to any UTEP Site Coordinator's, Course Instructor's, or Resident's initial interaction with District PK-12 Students at any District site under this Agreement, that such person undergoes background clearance as required by applicable law.
- 5.6. To the extent not in conflict with UTEP's policies and procedures, comply with District policies and procedures provided to UTEP and ensure that the UTEP Site Coordinator, all Course Instructors, and all Residents are aware of these policies.
- 5.7. Inform all UTEP Residents and personnel participating in the Program that they are required to comply with the District rules and regulations while on premises of District schools and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by District.
- 5.8. Provide upfront and ongoing training to Mentor Teachers about the Program and their role and responsibilities and develop a plan to ensure quality training that meets SBEC requirements.
- 5.9. Inform Residents that all student teaching or related work performed at the District is without compensation or employee benefits and that there is no promise or expectation of employment at the District or UTEP at any time.

- 5.10. Place a Resident on a Resident Performance Improvement Plan (“Plan”), monitor performance, and enforce Plan provisions when appropriate to ensure that Residents perform satisfactorily in the assessment by District and UTEP.
- 5.11. Remove a Resident from the assignment to the Program when District determines that the Resident has violated District rules and regulations of; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by District or threatens the safety of District personnel or students.
- 5.12. Maintain Resident records in accordance with applicable laws, rules and regulations.
- 5.13. Assign qualified UTEP Course Instructor(s) and/or a UTEP Site Coordinator for Resident supervision and evaluation and ensure timely communications between the Parties.
- 5.14. Design differentiated preparation models responsive to District workforce needs, including accelerated and employment-embedded Grow Your Own pathways.
- 5.15. Ensure compliance with all other applicable requirements for teacher resident preparation pursuant to 19 TAC Chapter 228, Educator Preparation Program Requirements.

6. Governance Committee

Pursuant to this Agreement, the Parties shall each in good faith actively participate in shared governance for the collaboration under the Program, including the following:

- 6.1. The Governance Committee shall be comprised of a minimum of five (5) and a maximum of twelve (12) members based on the number of District campuses participating in Program residency placements.
- 6.2. The District shall appoint to the Governance Committee the Superintendent of the District or designee, the Site Principals, and such other members as the District determines appropriate, who are familiar with the Program.
- 6.3. UTEP shall appoint to the Governance Committee the Dean of the College of Education or designee, the UTEP Site Coordinator, UTEP program leads, and such other members as UTEP determines appropriate.
- 6.4. Convene and attend Governance Committee meetings twice per semester and additionally as needed to address concerns or provide additional communication regarding the Program.
- 6.5. Actively participate in evaluation of UTEP in-service and pre-service teacher education program effectiveness, specifically including whether through the Program the Residents are learning key skills needed from the District’s perspective.
- 6.6. Support for the distribution of program/graduate effectiveness surveys to District personnel in order to document the outcomes and effectiveness of the Program.
- 6.7. Support the distribution of PK-12 Student surveys for the purposes of professional learning.
- 6.8. Ensure that roles and responsibilities of the Site Coordinator and key operational components of the Program are established in writing and are updated as needed, consistent with this Agreement.
- 6.9. Ensure that the roles and responsibilities of UTEP and the District when applying for or performing under any grants awarded for support of the Program are established in writing and are previously agreed to by both Parties. The Governance Committee shall be provided advance notice of any grants sought by UTEP related to the Program. Absent express written agreement by the Governance Committee, there shall be no recourse against the District for expenditures made with grant funds.

- 6.10. Ensure that the Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- 6.11. Permit representatives of the accrediting entity for District and/or UTEP to have reasonable access to premises of District school for purposes related to the accreditation process.

7. Joint Obligations

Pursuant to this Agreement:

- 7.1. The Parties will implement a Mentor Teacher support and/or reassignment protocol as needed.
- 7.2. Each Party will designate a UTEP Site Coordinator responsible for direct communication with and management of Residents. These responsibilities will be explicitly included in the personnel job descriptions.
- 7.3. The Parties will design the Program and site scheduling to ensure a minimum of 750 hours of co-teaching under the supervision the Mentor Teacher during the Resident's residency year.
- 7.4. Parties will identify processes and timelines to ensure Residents complete all required coursework and training for the Enhanced Standard Certificate, including—if needed—scheduled release time or designated professional learning periods.
- 7.5. The Parties will develop individualized support plans for Residents, as needed, with clear roles and responsibilities for both Parties.
- 7.6. The Parties will identify the evaluative tools, rubrics, and measures used to evaluate Resident progress and performance, and how data will be collected and communicated to all Parties.
- 7.7. The Parties will adopt a shared informal observation/walkthrough tool for coaching and progress monitoring, and calibrate on its use at least annually.
- 7.8. The Parties shall ensure compliance with FERPA and District policies in any collection, storage, or sharing of data related to the Program.
- 7.9. UTEP Site Coordinator will communicate observation schedules and results to designated District personnel in the manner agreed upon by the Parties.
- 7.10. The Parties will develop a plan to address remaining programmatic costs necessary for effective implementation, including but not limited to quality field supervision, coaching calibration, and materials.
- 7.11. UTEP personnel will adhere to District campus-visit procedures (e.g., check-in, scheduling, and observation protocols), which the District will provide in writing and update as needed.
- 7.12. Subject to applicable law and limitation, the Parties will share and co-analyze de-identified PK–12 performance data for the purpose of preparing Residents to positively impact PK–12 student learning and for the continuous improvement of the Program.

8. FERPA

- 8.1. As to the educational records of Residents, UTEP is responsible for ensuring compliance with applicable privacy legislation and all other applicable laws and regulations including yet not limited to the confidentiality of personally identifiable student records under FERPA and applicable state law. For purposes of this Agreement, pursuant to FERPA,

UTEP hereby designates District, a Resident's Mentor Teacher, Site Principal, and Governance Committee members as school officials with a legitimate educational interest in the educational records of any Resident who participates in the Program to the extent that access to the records is required by District to carry out the Program. District agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

- 8.2.** As to the educational records of any PK-12 Student, District is responsible for ensuring compliance with applicable privacy legislation and all other applicable laws and regulations including yet not limited to the confidentiality of personally identifiable student records under FERPA and applicable state law. For purposes of this Agreement, pursuant to FERPA, District hereby designates a Resident who is a designated student teacher of a PK-12 Student as a school official with a legitimate educational interest in the educational records of such PK-12 Student to the extent that access to the records is required by the Resident to carry out the Full Year Clinical Teaching Residency Program. Each Resident shall agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

9. Term

This Agreement will be effective from the Effective Date and shall continue in effect for a period ending five (5) years after the Effective Date.

10. Termination

Except as otherwise provided in this Agreement and applicable law, rule and regulation, this Agreement may only be terminated by written notification of either Party to the other Party at least six (6) months prior to the termination date. The Parties agree to use their best efforts to allow sufficient opportunity for Residents participating in the Program to graduate prior to the Effective Date of termination. Upon termination, unless otherwise expressly provided, any property purchased in furtherance of this Agreement shall remain the property of the Party that purchased such property.

Upon termination, the District will notify appropriate Texas Education Agency staff of the termination of this Agreement.

11. Notices

All notices required under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such Party's designated representative at the address as follows:

If to District:

Tornillo Independent School District
Attn. Superintendent
PO Box 170
Tornillo, TX 79853

If to UTEP:

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

or such other address or addressee as later provided by a Party through written notice signed by a duly authorized representative to the other Party.

12. Governing Law & Venue

This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in El Paso County, Texas, in any action arising out of or relating to this Agreement.

13. Disputes

This Agreement is based on the common trust and good faith of the Parties. In case of disputes concerning any fact, interpretation, allowable costs, etc. arising during performance of this Agreement, reasonable efforts shall be made to find an amicable resolution to said dispute(s) through informal discussions between the Parties' duly authorized representatives.

14. Amendment and Assignment

Any changes or amendments to this Agreement may only be made by mutual written agreement of the Parties signed by duly authorized representatives of each of the Parties. This Agreement may not be assigned by either Party without the express written consent of the other Party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement. No oral representations of any officer, agent, or employee of District, or UTEP shall affect or modify any obligations of either Party under this Agreement.

15. Entire Agreement

This Agreement and any subsequent amendments hereto constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a Party hereto.

16. Budgetary Considerations

Resources for implementation of this Program may come from either Party, depending upon budgetary availability. Neither Party is obligated to expend any resources in connection with the Program unless specifically stated otherwise in this Agreement. No implementation of any portion of the Program may be initiated prior to the written 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 the Program and funding for such purposes is not appropriated to that Party or is not otherwise available to the Party, the Party shall have no further financial obligations upon such determination. Should either Party not have funding to carry out any obligations of a particular exchange effort conducted under the Program, 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.

17. Relationship of the Parties

This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the Parties. The Parties to the Agreement are acting as independent contractors. Faculty and Mentors who participate in the Program remain employees of their home organization.

18. Use of Institutions' Name; Advertising and Publicity

Neither Party shall use the other Party's name, or any name that is likely to suggest that it is related to the other party, in any advertising, promotion or sales literature without first obtaining the written consent of the other Party.

19. Waiver

A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of the Agreement.

20. Signatures; Counterparts

This Agreement may be executed in counterparts, which together shall constitute one agreement, each of which is deemed an original, and delivered electronically with the same legal effect as an original. Facsimile, electronic or PDF signatures shall be deemed originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement (as amended) to be executed by their duly authorized representatives on the dates established below.

TORNILLO INDEPENDENT SCHOOL DISTRICT

THE UNIVERSITY OF TEXAS AT EL PASO

By: _____
Dr. Rosy Vega-Barrio
Superintendent

By: _____
John Wiebe, Ph.D.
Provost and Vice President for Academic
Affairs

Date: _____

Date: _____