

# EDUCATIONAL AFFILIATION AGREEMENT

between

TORNILLO INDEPENDENT SCHOOL DISTRICT

and

THE UNIVERSITY OF TEXAS AT EL PASO

This Agreement is entered into effective as of the date of last signature below, between the Tornillo Independent School District (“TISD” or “District” indistinctly) and The University of Texas at El Paso, a Texas State Agency, Texas Public Institution of Higher Education and member institution of The University of Texas System (“UTEP”) for the joint exercise of their authority.

## RECITALS:

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

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

WHEREAS, UTEP has obtained external support for the implementation of a new program regarding teacher training and student teaching that involves collaboration between schools, colleges or departments of education, PreK-12 schools, and school districts and is known as a “*Full Year Clinical Teaching Residency 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 TISD to implement the *Full Year Clinical Teaching Residency Program* in the District (“Program”). The Program differs from prior 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 residency Program. A shared Governance Committee will provide leadership and oversight of the Program. During the initial year of implementation, the Program will receive technical support from the University-School Partnerships for the Renewal of Educator Preparation (“US PREP”) National Center housed at Texas Tech University. The US PREP model includes professional development, technical support, and data sharing focused on the transformation of university-based teacher preparation programs in Texas and nationwide.

## **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 College of Education faculty member.
- 2.5. UTEP Site Coordinator - a 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 5 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 college's 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 TISD schools.

## **3. District Obligations.**

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

- 3.1. Recruit and provide high-quality Mentor Teachers sufficient in numbers for a cohort of up to 10 Residents, without additional compensation from UTEP.
- 3.2. Provide a classroom during after school hours sufficient in size to host up to 10 UTEP students, solely for conducting teacher education courses, seminars, and student counseling.
- 3.3. 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.
- 3.4. Share and analyze student achievement/benchmark data with UTEP for the purpose of improving student learning and for program improvement.
- 3.5. 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.
- 3.6. Provide opportunities for the Residents to attend district-level and school-level professional development activities.

- 3.7. Provide wireless internet access to Residents while at District facilities in conformance with District's Acceptable Use Policy.

#### **4. UTEP Obligations.**

Pursuant to this Agreement, UTEP shall:

- 4.1. 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.
- 4.2. Consistent with UTEP hiring processes, utilize the cooperating district Governance Committee to provide recommendations to the Dean regarding potential Course Instructors for the Program.
- 4.3. Adapt and support programming that helps Program graduates meet state and federal guidelines, as well as district needs, for high-quality teacher preparation.
- 4.4. 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.
- 4.5. 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 law.
- 4.6. To the extent not in conflict with UTEP's policies and procedures, comply with District policies and procedures that are made known to the UTEP College of Education and ensure that the UTEP Site Coordinator, all Course Instructors, and all Residents are aware of these policies.
- 4.7. Inform all UTEP Residents and personnel participating in the Program that they are required to comply with the rules and regulations of TISD while on premises of TISD schools and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by TISD.
- 4.8. Provide upfront and ongoing training to Mentor Teachers about the Program and their role and responsibilities.
- 4.9. 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.
- 4.10. Place a Resident on a Resident Improvement Plan (Plan), monitor performance, and enforce Plan provisions when appropriate to ensure that Residents perform satisfactorily in the opinion of TISD and UTEP.
- 4.11. Remove a Resident from the assignment to the Program when TISD determines that the Resident has violated the rules and regulations of TISD; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the TISD or threatens the safety of TISD personnel or students.

#### **5. 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:

- 5.1. 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 Residency Placements.
- 5.2. 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.
- 5.3. 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 the UTEP determines appropriate.
- 5.4. Convene and attend Governance Committee meetings twice per semester and additionally as needed to address concerns or provide additional communication regarding the Program.
- 5.5. 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.
- 5.6. Support for the distribution of program/graduate effectiveness surveys to District personnel in order to document the outcomes and effectiveness of the Program.
- 5.7. Support the distribution of PK-12 Student surveys for the purposes of professional learning.
- 5.8. 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.
- 5.9. 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.
- 5.10. 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.
- 5.11. Permit representatives of the accrediting entity for TISD and/or UTEP to have reasonable access to premises of TISD school for purposes related to the accreditation process.

## **6. FERPA**

- 6.1. 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 TISD, 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 TISD to carry out the Program. TISD agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

6.2. As to the educational records of any PK-12 Student, TISD 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, TISD 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.

## **7. Term.**

This Agreement will be effective from the date of last signature below (“Effective Date”) and ending five (5) years from Effective Date.

## **8. 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.

## **9. 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 TISD:

Tornillo Independent School District  
Atm. Rosa Vega-Barrio  
Superintendent of Schools  
Tornillo Independent School District  
Address: 19200 Cobb Ave.  
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.

## **11. 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. arise 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.

**12. 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 TISD, or UTEP shall affect or modify any obligations of either Party under this Agreement.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

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

THE UNIVERSITY OF TEXAS AT EL TORNILLO INDEPENDENT SCHOOL  
PASO DISTRICT

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

By: \_\_\_\_\_  
Rosa Vega-Barrio  
Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_