

Sent to
Dr. Tucker
4/18/19

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on April 15, 2019, by and between Presidio Independent School District, of P.O. Box 1401 701 East Market Street, Presidio, Texas 79845 (hereinafter referred to as "Presidio ISD") and Sul Ross State University, of East Highway 90, Alpine, Texas 79832 (hereinafter referred to as "SRSU") for the purpose of achieving the various aims and objectives relating to the Grow Your Own Grant (the "Project").

WHEREAS Presidio ISD and SRSU desire to enter into an agreement in which Presidio ISD and SRSU will work together to complete the Project;

AND WHEREAS Presidio ISD and SRSU are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Grow Your Own Grant between Presidio ISD and SRSU.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

a. Services to be rendered by Presidio ISD include:

Presidio ISD will partner with SRSU and have three (3) to five (5) uncertified teachers enroll in a Teacher Preparation Program. Presidio will form a cohort with the participants and will provide support to the participants in any activity the IHE (SRSU) it will require. Presidio ISD district leaders and support staff will collaborate with the support team to ensure that mentors and or supervisors have sufficient time to coach the participants, provide in-service alongside with the certified teachers and align opportunities for participants which are aligned with their job responsibilities.

b. Services to be rendered by SRSU include:

Sul Ross State University will support the cohort in:
personalization of learning to student and district needs,
consistent collaboration among the professor, mentor teachers, and field

supervisors,
authentic and on-going job-embedded coaching,
easy access in terms of schedule and location since all classes are face-to-
face, hybrid or online and all field experiences are in Presidio ISD, and
consistent supports to encourage persistence and sustainability.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

- a. Presidio ISD agrees to provide the following financial, material and labor resources in respect of the Project:

Presidio ISD implement the GYO grant monies as aligned by SRSU in the form of tuition, staff development, travel, and materials. Presidio ISD will ensure that all entities are fiscally sound in all areas of the program management and needs assessments of both parties.

- b. SRSU hereby agrees to provide the following financial, material and labor resources in respect of the Project:

SRSU will have flexible coursework available through face-to-face, hybrid and online courses with a cohort approach that is led and supported concurrently by SRSU, Presidio ISD, and the campus. Ongoing opportunities for job-embedded application of coursework will be supported by the team consisting of SRSU field experience supervisor, district field experience supervisor, mentor teacher, and principal

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a

final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from April 15, 2019 until August 01, 2021. The term can be extended only by agreement of all of the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Texas.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and

procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.

- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

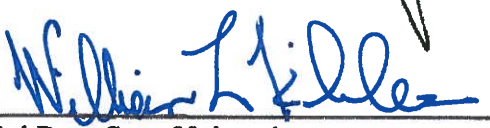
The following Partners support the goals and objectives of the Grow Your Own Grant:

Signatories

This Agreement shall be signed on behalf of Presidio Independent School District by Mr. Ray Vasquez, Superintendent, and on behalf of Sul Ross State University by Dr. William L. Kibler, its University President. This Agreement shall be effective as of the date first written above.



Presidio Independent School District
By Mr. Ray Vasquez, its Superintendent



Sul Ross State University
By Dr. William L. Kibler, its University President

*submitted to SRSU President
4/15/19*