PURPOSE

This Agreement will serve as the basis of a collaborative literacy partnership between Texas A&M International (TAMIU) and the United Independent School District (UISD), Laredo, Texas. The purpose of the partnership is to provide mutually beneficial literacy intervention (tutoring) services to children enrolled in UISD schools and professional development experiences for pre-service and in-service teacher candidates enrolled in TAMIU College of Education literacy courses. "Literacy Enrichment Centers" will be established in participating schools, providing intervention and support to identified students based on research-based principles and practices. A primary objective of the partnership is to provide targeted literacy intervention and support for UISD students who are performing significantly below their academic ability. Service learning goals and components may also be applied as partnership services are expanded.

LITERACY PARTNERSHIP COMPONENTS

The TAMIU/UISD Literacy Partnership (hereinafter "literacy partnership") will be implemented in two or more phases. Phase I will be implemented in the fall of 2011 as a school-based Literacy Enrichment Center "pilot" at Cuellar Elementary School located at 6431 Casa Del Sol Blvd, Laredo, Texas. Phase II will begin January, 2012, at Cuellar Elementary that will expand services offered through the Literacy Enrichment Center (LEC) to additional identified students. Phase III will be implemented after the completion of Phase II, and may expand LEC services to additional UISD campuses. Partnership enhancements may also lead to more comprehensive "professional development school" (PDS) relationships.

Phase I
Phase I will be implemented in the fall of 2011 as a school-based LEC "pilot" at Cuellar Elementary School, 6431 Casa Del Sol Blvd, Laredo, Texas. The LEC will be managed by designated TAMIU College of Education faculty, who will coordinate center activities and mentor teacher candidates as they facilitate literacy instruction according to the needs of the children and consistent with research-based best practices in balanced literacy instruction and intervention. Staffed by TAMIU pre-service and in-service teacher candidates, the LEC will provide once-weekly intervention and support (tutoring) services to a limited number of identified Cuellar K-5 students who are performing significantly below their academic potential. LEC operations and impact on student learning will be informally assessed to inform program development and improvement.

Phase II
Phase II of the literacy partnership will be implemented in January, 2012, at Cuellar Elementary, with an expansion of LEC services to additional K-5 students on a twice-weekly basis. Phase II will add school-based
delivery of selected TAMIU College of Education literacy courses. Following Institutional Review Board approval, LEC operations and impact on student and candidate learning will be evaluated. Results will be utilized to inform continued program development and improvement and to facilitate dissemination of program effectiveness data within UISD and TAMIU and the broader professional community.

**Phase III**

Phase III may expand LEC services and school-based instruction of TAMIU courses and other services to additional UISD campuses, based upon mutual agreement of parties to the literacy partnership, possibly leading to designated “Professional Development School” (PDS) campuses in UISD facilities.

**AGREEMENTS AND UNDERSTANDINGS**

Beginning with *Phase I* of the literacy partnership:

(a) TAMIU and UISD will identify lead personnel to facilitate and manage partnership activities and program development, beginning at Cuellar Elementary School.

(b) TAMIU and UISD personnel will share best practices in literacy instruction and intervention and may collaborate in professional development activities. Both parties may also seek external funding to support expansion of literacy partnership services within UISD schools.

(c) UISD will provide dedicated space on their campus for the LEC(s) that may be established to allow for proximity to students and instructional resources.

(d) Participating UISD school(s) will provide access to assessments, curriculum materials, and library/media resources for collaborative instructional uses with school children.

(e) UISD personnel and TAMIU faculty will collaborate to share and safeguard the literacy assessment data of participating students for the following purposes:
   a. to assure clinical interventions are based on accurate assessments;
   b. so that teacher candidate/tutor performance may be evaluated;
   c. for program development and school improvement purposes; and
   d. for dissemination to the professional community.

(f) Participating UISD personnel will identify students who are performing significantly below their academic potential who will be paired with TAMIU teacher candidate tutors at designated times during and/or after school hours on the UISD campus for one-on-one literacy intervention and support, under the supervision of TAMIU College of Education faculty.

(g) UISD will obtain parental permission for student participation as required. As appropriate, UISD will also seek approval for students to be videotaped and utilized by TAMIU and UISD faculty for professional development, research, and program evaluation purposes. Similarly, TAMIU will obtain participant
approval for use of digital images for professional development, research, and program evaluation purposes.

(h) TAMIU will be responsible for assuring that teacher candidates and faculty obtain criminal background checks, tuberculosis testing, and volunteer application requirements required by UISD before they will be permitted to work with UISD school children.

(i) TAMIU faculty will provide training, mentoring, and supervision for teacher candidates assigned as tutors in school-based LECs. TAMIU may also offer partnership-related professional development opportunities to UISD personnel as appropriate.

(j) To facilitate professional development and program evaluation, TAMIU will gain permission from all LEC tutors to use video-taped tutoring sessions and artifacts for research and training purposes, including possible use of web conferencing applications such as Adobe Connect.

(k) Participants’ privacy will be protected when describing the effectiveness of partnership experiences and the adopted LEC literacy intervention and support model. Approval of UISD and TAMIU Institutional Review Boards will be attained prior to Phase II. Thereafter, participant and project performance data will be made available to UISD personnel and TAMIU faculty for use in continued program development, school improvement, and dissemination to the professional community.

(l) TAMIU and UISD faculty, with approval of the UISD and TAMIU Institutional Review Boards, will be allowed to collect, analyze, and use project data in preparing manuscripts for professional dissemination and publication.

**EXPANDED PHASE II AND PHASE III COMPONENTS**

(a) In addition to expanded LEC services, TAMIU will be responsible for teaching school-based literacy courses in accordance with TAMIU policies and procedures. The TAMIU College of Education courses initially identified as part of this collaborative literacy partnership include, and are not limited to the following:

- EDEC 4362 Language and Literacy of Young Children
- EDRD 4311 Classroom Diagnosis and Remediation of Reading Difficulties
- EDRD 5319 Advanced Diagnosis and Remediation of Reading Difficulties
- EDRD 5321 Practicum in Reading

These courses are current TAMIU courses which are required in existing undergraduate or graduate degree programs; they vary from campus-based courses in location only.

(b) TAMIU may add course-related service learning components to literacy partnership services so as to:
a. enhance students' literacy skills and improve academic performance;
b. enhance services to UISD students and families, and the broader community;
c. facilitate instructional knowledge and skill development in teacher candidates;
d. increase the available pool of teacher candidates participating in school- and community-based literacy partnership services; and
e. develop participants' sense of social justice and civic engagement.

(c) Beginning with Phase III, additional participating UISD campuses may be designated as Professional Development Schools (PDS), providing expanded academic and clinical opportunities for collaboration leading to:
   a. the preparation of new teachers and other school personnel,
   b. TAMIU and UISD faculty development,
   c. inquiry directed at the improvement of practice, and
   d. enhanced student achievement.

**FACULTY, SUPERVISION, AND EVALUATION**

(a) TAMIU College of Education faculty will teach the literacy courses involved in providing literacy center experiences and/or school-based instruction at participating UISD school campuses.

(b) TAMIU College of Education personnel will monitor and evaluate instructors teaching school-based courses based on the same procedures used to evaluate faculty teaching courses on the TAMIU campus.

(c) TAMIU literacy partnership leaders directing the literacy center will be responsible for supervision and evaluation of TAMIU teacher candidates working with identified students on UISD school campuses.

(d) In consultation with TAMIU literacy partnership leaders, TAMIU faculty assigned to teach school-based courses will monitor enrolled teacher candidates during literacy center experiences.

(e) Participating TAMIU faculty will collaborate closely with the participating UISD campus principals and staff to provide appropriate intervention and support services to school children in the LEC program.

1) **COSTS**

(a) Costs incurred by TAMIU are only in-kind expenses incurred and may be amended as needed.

(b) Costs incurred by UISD, other than in-kind expenses incurred due to the regular usage of facilities, and possible acquisition of external supplemental funding may include expenses for equipping subsequent LECs.
2) **INDEMNITY**

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that TAMIU is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding TAMIU’s liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving TAMIU’s immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, TAMIU shall indemnify and hold harmless UISD and UISD’s officers, agents, and employees, and assigns from all suits, actions, damages, demands or other claims of any character brought for or on account of injury to a person or property arising solely from TAMIU’s own acts of negligence in carrying out its obligations under this agreement.

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that UISD is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding UISD’s liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving UISD’s immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, UISD shall indemnify and hold harmless TAMIU and TAMIU’s officers, agents, and employees, and assigns from all suits, actions, damages, demands or other claims of any character brought for or on account of injury to a person or property arising solely from UISD’s own acts of negligence in carrying out its obligations under this agreement.

3) **TERMS OF AGREEMENT**

(a) This Agreement shall become effective upon approval by the governing board of UISD, upon signing by the Superintendent of UISD or his/her designee, and upon signing by the Provost of Texas A & M International University.

(b) TAMIU and UISD reserve the mutual right to terminate this agreement through a written notice given within ninety (90) days prior to the termination date. In this event, the termination will be the day after the end of the semester during which the 90-day period expires.

(c) An amendment to this Agreement is not effective until approved in writing by an authorized representative from TAMIU and UISD.

4) **GENERAL PROVISIONS**
(a) Each party acknowledges that the other is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this agreement.

(b) This agreement is performable in Webb County, Texas. Further, the validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the constitution and the laws of the State of Texas.

(c) Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, and act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

(d) Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. Each party can change its respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**TAMIU:**  
Dr. Pablo Arenaz  
Provost and Vice President for Academic Affairs  
Texas A & M International University  
5201 University Boulevard  
Laredo, Texas 78041

**UISD:**  
Mr. Roberto J. Santos  
Superintendent  
United Independent School District  
201 Lindenwood Drive  
Laredo, Texas 78045

**Signatures**

**Provost Texas A&M International University**  
Dr. Pablo Arenas  
Date: 2/09/11

**United Independent School District**  
Mr. Roberto J. Santos  
Date: 10/31/11