

TEA Contract No. 4220
HHSC Contract No.
TSD Contract No.

MEMORANDUM OF UNDERSTANDING
Between Texas Education Agency,
Texas Health and Human Services Commission, and
Texas School for the Deaf

This Memorandum of Understanding (“MOU”) is entered into by and between the Texas Education Agency (“TEA”), the Health and Human Services Commission (“HHSC”), and the Texas School for the Deaf (“TSD”), hereinafter referred to individually as “Party” and jointly or collectively as the “Parties,” pursuant to the authority granted and in compliance with *Texas Education Code* (“TEC”) §29.316(d), which requires an MOU between the Parties related to language acquisition of children eight years of age or younger who are deaf or hard of hearing.

Section 1 - Purpose

In passing House Bill 548 of the 86th Legislature, Regular Session (2019) (“HB 548”), it was determined that because of the importance of early language acquisition in establishing the foundation for literacy and the current limited success in addressing the risk for language delay in children who are deaf or hard of hearing, language acquisition must be closely monitored from birth through age eight to enable the use of timely interventions that support age-appropriate language skills. To do so, the state must generate and monitor relevant data. Accordingly, the Parties enter into this MOU, as required by newly adopted TEC §29.316(d), regarding the identification of experts in deaf education and the determination, in consultation with those experts, of the tools and assessments to be used in assessing the language acquisition of those children.

Section 2 - Legal Authority

The Parties’ authority to enter into this MOU is derived from and is required in order to comply with TEC §29.316(d).

Section 3 - Authorized Representatives

The following will act as the Representatives authorized to act on behalf of their respective Party:

HHSC

Travis Duke
1100 W. 49th Street; MC 3029
Austin, Texas 78756
(512) 776-4333
travis.duke@hhsc.state.tx.us

TEA

Emily Robinson
1701 N. Congress Avenue
Austin, Texas, 78701
(512) 463-9058
emily.robinson@tea.texas.gov

TSD

Claire Bugen
1102 South Congress Ave.
Austin, Texas 78704
512-462-5300 (v)
claire.bugen@tsd.state.tx.us

A Party may change its designated Representative by providing 30 days’ advance written notice to the other Parties.

Section 4 - Duration of the MOU

The MOU will take effect on the date upon which it has been signed by all Parties (the “Effective Date”) and terminates on **August 31, 2021**. Thereafter, this MOU shall automatically renew for successive two-year terms, unless a Party gives the other Parties at least 30 days’ advance

written notice of its intent not to renew. Additionally, this MOU may be terminated at any time by a Party upon providing 30 days' advance written notice to the other Parties.

Section 5 - Statement of Services to be Performed

5.1. TEA, HHSC, and TSD will collaborate on the following:

- 5.1.1. Identification and selection of individuals with expertise in the field of Deaf Education and/or assessment, to participate in a subcommittee whose purpose is to collaborate with the Parties on the selection of appropriate tools and assessments that are valid and reliable, in both content and administration for use in assessing language acquisition and literacy development in English, American Sign Language, or both, or, if applicable, in another language primarily used by a child's parent or guardian, of children eight years of age or younger who are deaf or hard of hearing, hereinafter referred to as "the subcommittee". The subcommittee may also include participants from each of the Parties whose duties involve implementation of the directives of TEC §29.316(d);
- 5.1.2. Planning and logistics for the identified experts in Deaf Education to meet as a subcommittee to determine tools and assessments to be used in assessing the language acquisition and literacy development in English, American Sign Language, or both, or, if applicable, in another language primarily used by a child's parent or guardian, of children eight years of age or younger who are deaf or hard of hearing;
- 5.1.3. Determining a process to provide ongoing review of the data collected to ensure the validity and reliability of the assessments previously chosen while maintaining the confidentiality of individually identifiable information;
- 5.1.4. Developing guidance to be disseminated among the Local Education Agencies ("LEAs") and service providers who will provide the assessment(s), with written parental consent, to children eight years or younger who are deaf or hard of hearing;
- 5.1.5. Gathering assessment results annually, with written parental consent, concerning all children eight years or younger who are deaf or hard of hearing who have participated in the assessments given;
- 5.1.6. Designing a mechanism for the analysis and report of data of children eight years or younger who are deaf or hard of hearing who have participated, with written parental consent, in the annual assessment of language acquisition and literacy development;
- 5.1.7. Protecting the confidentiality of individually identifiable data, information, and records in compliance with all applicable state and federal privacy, security and breach notification laws and regulations at all times, including but not limited to laws and regulations related to collection, storage, disclosure and destruction of data.
- 5.1.8. Maintaining updated privacy, security, and breach response policies and procedures as required by law or internal policies.
- 5.1.9. Drafting a report of the assessment results and data points as stated in TEC §29.316(c);

- 5.1.10. Reviewing the assessment results and approving the final report; and,
- 5.1.11. Uploading the report on each Parties' respective internet sites, in accordance with the requirements of TEC §29.316(c).

Section 6 - Disputes between Parties Concerning Implementation of the MOU

Disputes concerning implementation of this MOU between the Parties must first be resolved at the staff level. If resolution is not reached after a reasonable period of time (not to exceed 45 calendar days unless the disputing parties agree otherwise), TEA, HHSC, and/or TSD staff will refer the dispute to their respective executive officers, or their designees, for further negotiation. The appropriate officials shall meet to seek resolution of the dispute.

Section 7 - Additional Terms and Conditions

- 7.1. The Parties will review this MOU at the beginning of each Texas biennium.
- 7.2. The Parties agree that nothing herein shall be deemed to create a binding agreement, judicially enforceable contract, association, partnership, or joint venture between TEA, HHSC, and TSD, but is intended solely to guide the relationship between the Parties as required by TEC §29.316(d). Each party hereto shall pay the cost of its participation in this MOU without cost to or reimbursement by any other Party.
- 7.3. This MOU may be amended as needed to address changes in statute, rules, agency policies, or mitigating circumstances by written amendment signed by each of the Parties. This MOU cannot be assigned to another party without the express written consent of each Party, except assignment to a successor-in-interest state agency is automatic.
- 7.4. This MOU shall be construed in a manner consistent with all applicable existing and future laws and regulations. In the event any provision of the MOU is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the MOU as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of the MOU shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- 7.5. This MOU may be executed in separate and multiple counterparts, each of which shall be deemed an original but all which taken together shall be deemed to constitute one and the same instrument. Electronically transmitted signatures will be deemed originals for all purposes relating to this MOU.
- 7.6. This MOU supersedes any previous agreements or understandings between the Parties relating to the subject matter described herein.

Section 8 - Signatures

IN WITNESS WHEREOF, the Parties have executed this MOU by the signatures of the duly authorized representative of each, to be effective as of the last signature date below.

Texas Education Agency

**Health and Human Services
Commission**

DocuSigned by:
By: 
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Name: Mike Morath

Title: Commissioner of Education

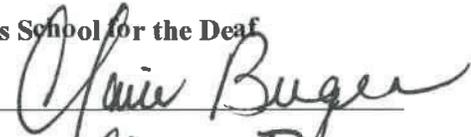
Date of Execution: 6/25/2021
12/9/2020

By: Lindsay F. Rodgers
Digitally signed by
Lindsay F. Rodgers
Date: 2020.12.10
10:08:53 -06'00'

Name: Lindsay F. Rodgers

Title: Associate Commissioner, HDIS

Date of Execution: 12/10/2020

Texas School for the Deaf
By: 
Name: Claire Bugen
Title: SUPERINTENDENT
Date of Execution: 12-9-2020