



# MEMORANDUM OF UNDERSTANDING

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*SAMPLE – Provided for procurement review. Final terms are executed per district requirements.*

This Memorandum of Understanding (“MOU”) is entered into by and between Gran Vía Pro Educational Consulting, LLC (“Provider”), a Texas limited liability company and TEA-Approved CPE Provider, and [DISTRICT NAME] (“District”), effective as of [DATE].

## 1. PURPOSE

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The purpose of this MOU is to establish the terms under which Provider will deliver TExES certification preparation and related professional development services to District educators in support of District’s teacher certification and Grow Your Own pipeline goals.

## 2. TERM

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This MOU is effective from [START DATE] through [END DATE], unless extended by written agreement or terminated earlier under Section 9.

## 3. SCOPE OF SERVICES

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Provider will deliver the services identified in Attachment A (Scope of Services and Schedule), which may include: live virtual certification prep courses (approximately 15 hours of live instruction per course, up to 60 participants per virtual cohort); on-site training days (up to 100 participants, or unlimited with the corresponding option); completion certificates and CPE credit; and district engagement reporting.

## 4. COMPENSATION

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District will compensate Provider per the rates in Attachment A. Current standard rates: on-site full day \$3,650; on-site half day \$1,850; travel fee \$750 per on-site engagement; unlimited-participant option \$1,500 per course; virtual cohorts quoted per cohort. Provider will invoice upon delivery of services; payment is due within thirty (30) days of invoice.

## 5. DISTRICT RESPONSIBILITIES

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District will designate a program contact; provide participant rosters no later than five (5) business days before each course start date; for on-site sessions, provide an appropriate training space with projection and internet access; and distribute course communications to registered participants.

## 6. PROVIDER RESPONSIBILITIES

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Provider will deliver instruction by qualified trainers; issue completion certificates and CPE credit for qualifying hours; maintain session attendance records; and deliver an engagement report at the conclusion of each semester or contract period.

## 7. RECORDS & CONFIDENTIALITY

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Each party will comply with the Family Educational Rights and Privacy Act (FERPA) and applicable Texas law regarding educator and student records. Participant data shared for the purposes of this MOU will be used solely to deliver and document the services herein.

**8. INSURANCE & INDEPENDENT CONTRACTOR STATUS**

Provider maintains general liability insurance and will furnish a certificate of insurance upon request. Provider is an independent contractor; nothing in this MOU creates an employment, agency, or joint-venture relationship.

**9. CANCELLATION & TERMINATION**

Either party may reschedule a session with at least ten (10) business days’ written notice at no cost. Either party may terminate this MOU with thirty (30) days’ written notice; District remains responsible for payment for services delivered through the termination date.

**10. SIGNATURES**

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Catalina Medrano, M.Ed., Ed.D.(c) – Founder & CEO, Gran Vía Pro Educational Consulting, LLC

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Authorized Representative – [DISTRICT NAME]

\_\_\_\_\_  
Date

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Date