

**MEMORANDUM OF UNDERSTANDING BETWEEN
The United Independent School District and
The US Consulate General in Nuevo Laredo, Mexico**

This Memorandum of Understanding ("MOU") represents an agreement between the United Independent School District ("UISD" or "District") and the United States Consulate ("U.S. Consulate") and is effective as of June 21, 2023 ("Effective Date"). The U.S. Consulate and UISD mutually agree to collaborate to provide education for the children of the U.S. Consulate staff ("Staff") currently assigned to the U.S. Consulate in Nuevo Laredo, Mexico. To this end, UISD and the U.S. Consulate agree to undertake the responsibilities and obligations described in this MOU to achieve this mutual objective for the students enrolled during the 2023-2024 school year.

RECITALS

WHEREAS, UISD Board policy FDA (Local) allows non-resident students to file a transfer application each school year to attend UISD and the District may charge tuition within statutory limits;

WHEREAS, UISD has agreed to allow certain non-resident students whose parents or guardians are current employees of the U.S. Consulate in Nuevo Laredo, Mexico ("Non-Resident Students") to attend UISD schools;

WHEREAS, these Non-Resident Students cannot be counted in UISD's average daily attendance for apportionment of State funds;

WHEREAS, UISD and the U.S. Consulate in Nuevo Laredo, Mexico wish to enter into this MOU to clarify the roles and responsibilities with respect to those Non-Resident Students who will enroll in UISD;

NOW THEREFORE, in consideration of the promises and mutual covenants described in this MOU, UISD and the United States Consulate General Nuevo Laredo, Mexico agree as follows:

A. CONDITIONS OF ENROLLMENT

Each Non-Resident Student must apply to attend UISD and be accepted by UISD prior to their enrollment in a UISD school in accordance with UISD Board policy FDA (Local). In reviewing Non-Resident Student applications, UISD will comply with UISD Board Policy FDA (Local). Additionally, UISD will consider factors including, but not limited to, the ability to accommodate each Non-Resident Student without placing an undue financial burden on UISD, accommodating the applicant without experiencing overcrowding in the classrooms, the number of any inter-district transfer applicants, and other factors affecting the ability of UISD to serve the Non-Resident Student.

Once enrolled, Non-Resident Students will be subject to the same academic and disciplinary standards as all other UISD students.

B. UISD'S ROLES AND RESPONSIBILITIES

- Provide age-appropriate placement at the Non-Resident Student's requested campus for the 2023-2024 school year, subject to any early departure of the Non-Resident Student or the occurrence of other conditions as set forth in this MOU.
- Ensure Non-Resident Students attending UISD schools will have access to the same opportunities and/or services available to all UISD students living in the attendance area. However, in no case shall this MOU establish residency for purposes of any special education and related services under the Individuals with Disabilities Education Act of 2004, as amended ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), or related laws and regulations.
- Provide invoice(s) to the U.S. Consulate and the parents/guardians for semester tuition payments. For the 2023-2024 school year, the annual tuition ("Tuition") will be \$ 8,750 payable in two (2) semester installments. The Tuition amount does not include any additional costs for any special education services provided by UISD to a Non-Resident Student. The Tuition shall be set by UISD as part of a Board-approved Annual Fiscal Budget. In the event that a family of a Non-Resident Student needs to relocate during the school year to an alternative assignment out of the area, UISD tuition will be prorated as appropriate. The parents/guardians shall make tuition payments to UISD thirty (30) calendar days prior to the start of each semester for the period of attendance. Should the amount of Tuition paid in a semester be more or less than the total cost of education, services, transportation, and other expenses, an adjustment in Tuition should be made for the following semester.
- The District may initiate withdrawal of student whose tuition payments are delinquent.
- The District shall not provide transportation for Non-Resident Students, except as required by law.

C. U.S. CONSULATE'S ROLES AND RESPONSIBILITIES

- Provide completed enrollment documentation as required by UISD for each Non-Resident Student;
- Provide Birth Certificate or U.S. Passport for the Non-Resident Student;
- Provide residency documents or consulate letter confirming a current, international address in Mexico;

- Provide photo identification of parent(s) listed on birth certificate;
- Provide any documentation of special education needs, including copies of current Individualized Education Plans ("IEPs"), Section 504 plans, or other special education documentation;
- Ensure Non-Resident Students follow the academic, attendance, and behavioral expectations set forth by UISD and the identified school;
- Arrange for transportation for Non-Resident Students to arrive on time every day for the duration of the instructional time, with the exception of excused absences as defined by UISD;
- Ensure Non-Resident Students regularly return to Mexico within a 24-hour period.
- Execute individual Non-Resident Contracts and ensure timely payment to UISD, calculated as set forth in Section B above; and
- Notify UISD of any changes in the Non-Resident Students' residency status and/or eligibility for special education services.

D. TIME FRAME

This MOU shall commence on the Effective Date and remain in effect for the 2023-2024 school year ("Term"), and may be renewed annually in writing at the option of UISD and the U.S. Consulate. Any written renewal of this MOU shall reflect and account for the then current school site availability and tuition rates.

Notwithstanding the foregoing, UISD reserves the right to terminate this MOU at any time, with or without cause. After termination of this MOU, Non-Resident Students shall be given a reasonable amount of time to make alternative educational arrangements. In the event UISD terminates this MOU during the year, UISD tuition will be prorated as appropriate.

E. SPECIAL EDUCATION

The Department of State provides a special needs education allowance ("Special Needs Education Allowance ") for children who require special education. Under the direction of the U.S. Consulate, the Department of State's Office of Medical Services shall work with parents/guardians to ensure their Non-Resident Student is properly evaluated. IEPs are reviewed annually by the Office of Medical Services. Parents will work directly with a prospective school and/or UISD administrators to determine what resources are available to meet their Non-Resident Student's specific needs. UISD shall serve only as the provider of those special education services as specifically identified by the Office of Medical Services on an IEP, Section 504 plan, or related special education contract.

Prior to the start of the 2023-2024 school year, UISD, the appropriate U.S. Consulate staff, and the parents of any Non-Resident Students eligible for special education services shall meet and review the existing IEP and scope of services to be provided by UISD. Parents of any Non-Resident Students eligible for special education services shall enter into a separate special education individual services agreement with UISD detailing the scope of services to be provided by UISD. The Office of Medical Services and/or the Non-Resident Student's school district of residence shall remain responsible for the provision of special education services to Non-Resident Students as required by an IEP or other special education plan. UISD shall provide a monthly invoice to the parents/guardians of the Non-Resident Student for reimbursement of any special education costs incurred by UISD beyond the standard Tuition payment, as defined in Section B above. Any payment owed to UISD shall be made in full within thirty (30) calendar days from the date of the invoice.

To the extent that the costs of a Non-Resident Student's special education exceeds the Special Needs Education Allowance, these costs shall be borne by the Non-Resident Student's parent or guardian. The Office of Medical Services or the Non-Resident Student's parent or guardian shall reimburse UISD for any costs incurred in providing special education services to the Non-Resident Student. In the event UISD is not able to meet a Non-Resident Student's educational needs, UISD will recommend a suitable school in the Laredo area for that Non-Resident Student. U.S. Consulate parents can accept the UISD referral or select another school of their choosing outside UISD. In no case shall UISD be responsible for the costs of placing the Non-Resident Student in an alternative public school or private school program.

F. MID YEAR PLACEMENT

Due to the needs of the U.S. Government, families of Non-Resident Students may arrive at or leave their post in the middle of a school year. Non-Resident Students may apply for enrollment in UISD, with prorated Tuition, at any point during the school year, subject to the requirements set forth in this MOU.

G. ATTACHMENTS

- Attachment A: Non-Resident Tuition Enrollment Contract
- Attachment B: School Calendar for 2023-2024 School Year

H. PORT OF ENTRY CLOSURE CRISIS MANAGEMENT

A U.S. or Mexico Port of Entry closure is possible on a school day. If the southbound/northbound port is closed, parents of Non-Resident Students will proceed directly to their Non-Resident Student's school for pickup; principals or other UISD officials will stay with any Non-Resident Student(s) after the school day ends until the parents arrive, but the U.S. Consulate will tell parents to pick up their children immediately. If either the southbound port into Mexico or the northbound entry into the U.S. is closed, officials from the Department of State field office in Laredo may pick up Non-Resident Students to relieve UISD principals, or other UISD officials, and shelter those Non-Resident Students at their field office.

These arrangements will be determined in cooperation between UISD and the U.S. Consulate. The U.S. Consulate will provide a list of approved Department officials.

I. ENTIRE AGREEMENT; MODIFICATIONS:

This MOU contains the full and final agreement between the parties. It supersedes any and all agreements, either oral or written, between the parties with regard to its subject matter and no other statement or promise relating to the subject matter of the MOU that is not contained in this document shall be valid or binding. Any subsequent amendments or modifications to this MOU must be in writing and signed by both parties.

J. NON-ASSIGNMENT

Neither party shall further assign its rights, duties or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

K. SEVERABILITY:

If any term, provision, or condition of this MOU is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU shall continue in full force and effect unless an essential purpose of this MOU is defeated by such invalidity or unenforceability, in which event, this MOU shall terminate.

L. GOVERNING LAW, JURISDICTION, AND VENUE :

This MOU shall be governed by, and construed in accordance with, the laws of the United States of America and the State of Texas. The parties agree and consent to the exclusive jurisdiction of the courts of the State of Texas for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in Webb County.

M. COUNTERPARTS ELECTRONIC SIGNATURE:

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same MOU. Further, this MOU may be executed by transfer of an originally signed document by facsimile or e-mail in PDF format, each of which will be as fully binding as an original document.

Date: _____

Date: _____

Name: William F. Harrison,
Management Officer
U.S. Consulate
Nuevo Laredo, Mexico

Name: David H. Gonzalez, Superintendent
United Independent School District
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