

No. _____



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Approval of Memorandum of Understanding between the United Independent School District and U.S. Consulate General in Nuevo Laredo, Mexico

SUBMITTED BY: Gloria S. Rendon **OF:** Office of the Superintendent

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: March 25, 2020

RECOMMENDATION:

It is recommended that the Board of Trustees approve the MOU between United ISD and U.S. Consulate General's Office in Nuevo Laredo, Mexico. The MOU allows for a collaborative agreement to provide education to the children of U.S. Consulate staff currently assigned to the U.S. Consulate's office in Nuevo Laredo on a tuition basis.

RATIONALE:

BUDGETARY INFORMATION

BOARD POLICY REFERENCE AND COMPLIANCE:

**MEMORANDUM OF UNDERSTANDING BETWEEN
The United Independent School District (UISD) 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 August 2020 ("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 in District schools.

RECITALS

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 reviewing Non-Resident Student applications, 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 Clark Elementary, Clark Middle and John B. Alexander High School 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 on a Non-Resident Contract 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 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. The annual tuition ("Tuition") will be (\$8,900) 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) 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 Tuition shall reflect an amount not more than sufficient to reimburse the District for the total cost of educating the Non-Resident Student, including the total of the amounts expended per pupil for the current expenses of education, the use of buildings and equipment, the repayment of local bonds and interest payments and state building loan funds, capital outlay, and transportation to and from school. The per pupil cost attributable to capital outlay shall be based on an average expenditure for the preceding five (5) years.

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 until both parties to terminate this MOU in writing a school year ("Term"), and may be renewed annually in writing at the option of UISD and the U.S. Consulate.~~
This MOU (Agreement) between the Parties shall be in full force and effect from year to year upon execution by both parties until such time as either party hereto gives sixty (60) days written notice of termination or cancellation of the MOU (Agreement). Termination will not affect the processing of cost reimbursement obligations hereunder.

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 a 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) 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. ATTACHMENT

- Attachment A: Non-Resident Tuition Enrollment Contract

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.

If any provision of the MOU or the application thereof to any person or circumstance is held invalid, the remainder of the MOU and the application of such provision to other persons or

circumstances shall not be affected thereby.

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.

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

Name: Roberto J. Santos
Superintendent
United Independent School District
201 Lindenwood Dr.
Laredo, Texas 78045
Date: _____

**ENROLLMENT AGREEMENT for Non-Resident Students
Of U.S. Consulate (Nuevo Laredo) Parents**

The parent(s)/guardian(s) ("Parent") of _____ ("Student") hereby enroll the non-resident Student in the United Independent School District ("District") for the _____ school year, subject to the provisions below. The above Student will be enrolled in the District's Instructional Program and will have all rights and privileges afforded to them as any other enrolled student. In consideration of the acceptance by the District of this agreement, the Parent agrees to pay all tuition and fees as set forth in this Enrollment Agreement ("Agreement"). Tuition and fees include payment for the instructional program only, on student school days designated by the District's _____ School Calendar. Any other fees, such as membership into school organizations, purchase of yearbooks, participation in field trips, etc., will be the responsibility of the Parent.

I. Tuition – Instructional Program

The Parent agrees to pay the required Tuition and Fees, as specified below.

A. Summary of Tuition for Instructional Program

Annual Tuition (10 months/pro-rated based on school days)

\$ 8,750.00

Initials

B. Tuition Payments

The \$8,750 annual tuition is payable based on adopted calendar school days, regardless of the number of school days of service in any particular month. The Parent shall make tuition payments to the District, thirty (30) days prior to the start of each semester for the period of attendance.

Tuition will be payable in 2 installments (1 per semester)

Fall Tuition due to the District by : _____

Spring Tuition due to the District by: _____

Initials

C. Payment of tuition

Tuition payments are to be delivered (in person, via first-class mail, electronic transfer) at United ISD Administrative offices located at 201 Lindenwood Dr., Laredo, Texas 78045

Initials

II. Delinquent Accounts

The Parent understands and agrees that the timely payment of tuition and fees in accordance with this Agreement is important to the operating budget of the Instructional Program. Accordingly, the Parent agrees as follows:

A. 2 payments of \$4,375.00, one per semester

Any account which is delinquent (for non-payment) as of the last school day of the month in which the payment is due will result in automatic withdrawal of the student from the Program on the first school day of the following instructional month. Such suspension, dismissal, or refusal by to the District allow the student to attend shall not be considered a breach of this Agreement by the District and shall be without prejudice to any other rights the District may have under this Agreement. Student progress reports, certificates of completion, and/or any other school records may be withheld for any student for whom tuition and fees are delinquent, until tuition and fees are paid in full. The District shall be entitled to reimbursement for all collection costs associated with collecting delinquent accounts, including any court costs and attorney's fees.

Initials

III. Tyler ISD Authority

The District reserves the following rights:

- A. To require the immediate withdrawal of any student whose presence is considered detrimental to either the student's or the Instructional Program's best interest or who the Instructional Program determines is not benefiting from or adjusting to the Instructional Program;
- B. In the District's sole discretion, to reject, for any reason, an enrollment application in the Instructional Program for any subsequent year;
- C. To immediately suspend or dismiss any child from the Instructional Program that the faculty if the student commits any serious offence or violates the District's student code of conduct.
- D. To immediately suspend or dismiss any child whose parents fail to comply with the rules and/or procedures of the District or the provisions of this Agreement.

Initials

IV. Parent Acknowledgments

- A. The Parent acknowledges that the Instructional Program is solely a self-funded, tuition-based program which is **not** supported by state or school district funds. **TIMELY PAYMENT OF TUITION AND FEES IS, THEREFORE, A REQUIREMENT FOR ATTENDANCE.**
- B. The Parent agrees to provide all transportation to and from the Instructional Program for the student every day instruction is scheduled.
- C. **It is an expectation for parents to have their child arrive to school on time daily.** This will avoid disruptions for the classroom. We want your child's teacher to have the best opportunity to maximize the learning environment.
- D. If you know your child is going to be absent for an extended time, please contact the school office.
- E. The Parent acknowledges that the District may deny access to any child believed to be suffering from an illness which could endanger the health of

other students and/or faculty, including, but not limited to, communicable diseases, fever, flu, chicken pox, etc.

- F. The Parent acknowledges that the Instructional Program **is not** a special education program under the Individuals with Disabilities Education Act ("IDEA") and that any student who is eligible for special education services under the IDEA may be served through the Special Education department.

Initials

V. Termination

It is agreed that enrollment of the Student, as specified in this Agreement, may be cancelled by the Parent, without penalty with ten (10) days' written notice. However, if a Student is withdrawn or removed by either the Parent or by the District from the Instructional Program due to a violation of the District's Student Code of Conduct or terms established in this agreement, during any calendar month, the Parent **is not** entitled to any refund of tuition and fees already paid.

Initials

VI. Miscellaneous

- A. The Parent acknowledges that this Agreement represents the complete agreement between the parties, and that this Agreement supersedes any prior agreement(s), promise(s), or representation(s), either written or oral.
- B. Where appropriate, plural terms include singular and pronouns of one gender include both genders.
- C. This Agreement is fully performable in Webb County, Texas. Exclusive jurisdiction and venue for any legal proceeding under this Agreement shall be in state district court in Webb County, Texas.
- D. This Agreement is not intended to conflict with the Memorandum of Understanding entered into by the District and the U.S. Consulate General in Nuevo Laredo, Mexico ("MOU"). Any conflict or inconsistency between the provisions of this Agreement and the then-applicable MOU shall be resolved by giving precedence to the MOU.

Initials

Child's Name: _____

PLEASE READ THE ENTIRE CONTRACT AND FULLY UNDERSTAND IT BEFORE SIGNING AND DATING IT IN THE SPACES PROVIDED BELOW.

Parent/Guardian Financially Responsible for Student:

Child's Name

Parent(s) Name _____

THIS DOCUMENT IS A CONTRACT WHICH SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

I certify that all information on this application is true and correct. I understand that school district officials may verify the information on the application/contract. If investigation indicates false information has been provided, my child may be withdrawn from the program.

Signature of Parent/Guardian Date