

## **MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding ("MOU") serves as an interlocal agreement, pursuant to Chapter 791 of the Texas Government Code, by and between the United Independent School District ("District" or "UISD") and the Laredo College ("College"), collectively referred to as the "Parties."**

**WHEREAS**, the District owns a large fleet of school buses and is experiencing a shortage of qualified bus drivers; and

**WHEREAS**, the College offers the educational opportunity required for College students seeking a Commercial Driver's License ("CDL") with endorsements necessary to operate a school bus, but the College is experiencing a shortage of school buses for conducting CDL training; and

**WHEREAS**, the District desires to provide the College with access to District school buses for its CDL Program, in exchange for the College adopting a tuition assistance program that will certify CDL bus drivers who agree to work for the District for a specified period of time ("Training Program"); and

**WHEREAS**, the College agrees to adopt said Training Program between the District and College students that will certify CDL bus drivers for employment with the District, in exchange for the use of District school buses for CDL training at the College; and

**WHEREAS**, the District shall execute a separate agreement with the College students who agree to participate in the Training Program and the College agrees to conform with the terms of the Training Program.

**NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:**

**1. School Bus Loans & the Training Program**

- 1.1. The District agrees to loan one or more school buses to the College, as necessary, for training purposes, for the benefit of the College, and for the benefit of College students participating in the Training Program.
- 1.2. The College agrees to offer all training courses necessary for College students to obtain a CDL with endorsements required for operating a school bus.
- 1.3. The District agrees to execute a written agreement with College students that are participating in the Training Program, for the paid tuition benefit, in which the College student will provide the Parties with a release waiver for the College to lawfully provide College student records and tuition invoices to the District.

- 1.4. The College agrees to provide the District with access to tuition invoices and College student records for College students that are participating in the Training Program, because the District will pay tuition for those College students that are participating in the Training Program. However, participation in the Training Program does not alter or modify the College's CDL training courses.

## **2. Tuition Payment**

- 2.1. The District agrees to pay tuition fees directly to the College on behalf of its College students enrolled in the Training Program. However, the College students are still subject to the College's regular screening and application process for enrollment.
- 2.2. The College will provide the District with tuition invoices for College students that execute a Training Program agreement and payment of tuition shall be made within a reasonable period of time. The College understands that each tuition payment by the District may need approval from the UISD Board of Trustees at a lawfully called meeting and any delays related to Board meeting scheduling are acceptable to the College.

## **3. Student Commitment**

- 3.1. College students that receive tuition payments from the District for participation in the Training Program shall enter into a separate agreement with the District committing to work as a school bus driver for the District for a minimum of three (3) years upon obtaining their CDL.
- 3.2. The terms and conditions of the separate agreement, including any penalties for early termination, shall be mutually agreed upon between the College student and the District.
- 3.3. The College will be provided with a copy of the Training Program agreement for each College student that is participating in the Program.
- 3.4. The District will notify the College if and when any College student enrolled in the Training Program "drops out" or otherwise ends their participation, so the College is on notice when the District will not pay a tuition invoice. At that time, the College may proceed with enrolling the College student at its own discretion.

## **4. Liability Insurance and Indemnification**

- 4.1. The College agrees to provide and maintain all reasonable and necessary liability insurance to cover the operation of the loaned school buses, including coverage for any accidents or incidents that may occur during training.
- 4.2. The College shall indemnify and hold harmless the District from any claims, liabilities, or damages arising out of the College's use of the loaned school buses, to the extent allowed by law.

4.3 The College agrees to provide proof that UISD is named as an additional insured party on its applicable liability insurance policies prior to taking possession of a UISD school bus.

**5. Maintenance of the School Buses**

5.1 The College agrees to provide, at its own expense, all necessary and recommended maintenance and repairs for District-owned school buses. Identification of the “necessary and recommended maintenance and repairs” for District-owned school buses is determined at the sole discretion of the UISD Executive Director of Transportation or their designee.

5.2 The College agrees to pay any towing expenses related to District-owned school buses if a bus is in the possession of the College at the time the bus becomes inoperable.

5.3 The College agrees to pay for any and all repairs attributed to the College’s use or misuse of a District-owned school bus, to be determined by the UISD Executive Director of Transportation or their designee.

**6. Delivery, Pick-Up, & Storage of School Buses**

6.1 The UISD Executive Director of Transportation or their designee shall be responsible for arranging, determining, or approving the delivery, pick up, or storage of school buses used under the terms of this MOU.

**7. Term and Termination**

7.1. This MOU shall commence on the date it is executed by both Parties and continue until terminated by either Party with written notice to the other Party, which shall result in immediate termination of this MOU, subject to provision 7.2.

7.2. Absent extenuating circumstances, the termination of this MOU shall be delayed, as necessary, to allow College students to complete their CDL training without ending their educational opportunity mid-semester or mid-term.

**8. Reporting and Records**

8.1. The College agrees to provide the District with regular progress reports on College students enrolled in the CDL training program, including attendance, performance, and any disciplinary issues, as well as any other information the District may request pertaining to a College student enrolled in the Training Program

8.2. The District and the College shall maintain records of all transactions, payments, and agreements related to this MOU for a period of at least five years and shall provide access to such records upon request by the other Party or relevant authorities.

**9. Compliance with Laws**

- 9.1. Both Parties agree to comply with all applicable federal, state, and local laws and regulations, including those related to education, transportation, and contracting, in the performance of their obligations under this MOU.
- 9.2 Pursuant to Section 791.011 of the Texas Government Code, the Parties agree to the following provisions:
- a. This MOU may only be executed with proper authorization by the governing body of each Party;
  - b. The purpose, terms, rights, and duties of the contracting Parties are clearly stated in the provisions of this MOU; and
  - c. Either Party paying for the performance of governmental functions or services related to this MOU agrees to make those payments from current revenues available to the paying Party.

**10. Texas Tort Claims Act Defense**

- 10.1. In the event that any lawsuit is filed against the District, or any of its employees, agents, or representatives, arising out of or related to the use of the loaned school buses under this MOU and such lawsuit is brought under the Texas Tort Claims Act, the College agrees to:
- a. Defend the District, its employees, agents, and representatives in such lawsuit, including the payment of all costs and attorney's fees associated with the defense, to the extent permitted by law; and
  - b. Indemnify and hold harmless the District, its employees, agents, and representatives from any judgments, damages, liabilities, or settlements arising from such lawsuit to the extent permitted by law.

**11. Confidentiality**

- 11.1. The Parties recognize that confidential information may be shared in the course of implementing this MOU. Both Parties agree to maintain the confidentiality of any non-public information obtained from the other Party and to use such information only for the purposes of this MOU.

**12. Amendments**

- 12.1. This MOU may be amended only in writing and signed by both Parties. Any amendments shall be considered incorporated into this MOU upon execution.

**13. Force Majeure**

- 13.1. Neither Party shall be held responsible for delays or failures in performance under this MOU caused by circumstances beyond their reasonable control, such as acts of nature, strikes, labor disputes, or government regulations.

**14. Dispute Resolution**

- 14.1. In the event of a dispute arising under this MOU, the Parties shall first attempt to resolve the matter through good-faith negotiations between their respective representatives.
- 14.2. If a dispute cannot be resolved through negotiation, the Parties may pursue alternative dispute resolution methods, such as mediation, in accordance with the laws of the State of Texas.

**15. Governing Law**

- 15.1. This MOU, including the provisions related to the Texas Tort Claims Act defense, shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie in the District or County Courts of Webb County, Texas.

**16. Entire Agreement**

- 16.1. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, understandings, or representations.

**17. Counterparts**

- 17.1. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**18. Severability**

- 18.1. The phrases, clauses, sentences, paragraphs or section of this MOU are severable and, if any phrase, clause, sentence, paragraph, or section of this MOU should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this MOU.

**19. Assignment**

- 19.1. Neither UISD or the College may assign this MOU without the prior written consent of the other Party.

20. **Notices**

20.1 All notices from either Party to the other related this Agreement shall be personally delivered or mailed to such Party at the following address:

For Laredo College: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For UISD: United Independent School District  
Superintendent of Schools  
201 Lindenwood Dr  
Laredo, Texas 78045

**IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date it is executed by both Parties.**

**By: United Independent School District**

\_\_\_\_\_  
**Joseph "Mike" Garza**  
**Co-Administrator in Charge**

**Date:** \_\_\_\_\_

**By: Laredo College**

\_\_\_\_\_  
**Maria Minerva Ramirez, Ph.D**  
**President**

**Date:** \_\_\_\_\_