



**MEMORANDUM OF UNDERSTANDING
BETWEEN
HORIZON POLICE DEPARTMENT
AND
CLINT INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is entered into between the Horizon Police Department (hereinafter referred to as "HPD"), a political subdivision of the State of Texas, and the Clint Independent School District (hereinafter referred to as "Clint ISD" or "District"). Collectively HPD and Clint ISD are referred to as the "Parties."

1. PURPOSE

The District's Career and Technical Education (CTE) programs are comprehensive programs with the mission to prepare students to become successful citizens. The District works in partnership with the community and families to create opportunities for students to maximize their personal potential. The District's CTE programs are offered to support an emerging workforce within the community and surrounding regions. In addition to workplace skills and knowledge, Clint ISD's CTE programs are designed to help students obtain recognized certifications and to provide recourses to assist high school students in making informed decisions about future career paths to include Law enforcement, military service, Firefighter, and other in demand professions.

HPD desires to assist Clint ISD in its mission by providing services in work-based learning activities and events for students enrolled in CTE programs at no charge. The purpose of this MOU is to identify the roles of the collaborative relationship between Clint ISD and HPD as they relate to providing high school students the opportunity to participate in law enforcement career training and education.

2. RESPONSIBILITIES OF THE PARTIES

A. Parties Agree to the Following Conditions and Arrangements:

- a. Clint ISD has the full responsibility for creating and providing the academic content for the curriculum of the practicum in law course.
- b. Clint ISD in collaboration with HPD will assign and prepare student trainees in the Practicum of Law, through work-based learning projects and activities. Activities can take place on campus, HPD facility, and /or field training environment.
- c. Clint ISD will assign a CTE teacher to supervise and monitor student performances in the work-based learning activities with HPD.
- d. Clint ISD will ensure that CTE students adhere to HPD policies and rules during all activities and trainings that take place at Horizon city facilities.
- e. Clint ISD and HPD will agree in advance on the availability and start date of potential internship opportunities. All, if any, internships provided under this MOU are unpaid and provided solely for educational purposes. Regardless of the nature or acts performed by CTE students, they are not employees of HPD and will at all times remain students of the District.

- f. Clint ISD shall maintain professional liability insurance coverage in the amount of no less than \$1,000,000 per occurrence covering all Clint ISD CTE students, teachers, and staff assigned to participate in work-based learning experiences offered under this MOU. Clint ISD must furnish a copy of the certificate of insurance to HPD before CTE students can participate in work-based learning experiences
- g. Clint ISD CTE teacher(s) will coordinate with HPD regarding necessary permissions or documentation needed for students to participate in program activities.
- h. Upon request, Clint ISD will provide HPD with:
 - i. Clint ISD CTE staff contact information for collaboration on work-based learning activities,
 - ii. Status of student industry-based certifications attempted and earned,
- i. HPD will provide an appropriate orientation to the students and faculty member(s) and advise them of all applicable rules and regulations while learning at HPD facilities and training sites.
- j. HPD shall provide (to the best of their abilities) a safe physical facility and training environments in addition to adequate instruction, supervision, and guidance of students.
- k. HPD may terminate a student from participating in work-based learning activities if it determines that a student's conduct or performance is not in accordance with acceptable standards.
- l. HPD will participate in Career Days at multiple Clint ISD campuses (Elementary, Middle, and High School), subject to the availability of HPD personnel.
- m. HPD will provide a representative to participate in Clint ISD's Career and Technical Education Advisory Committee(s). The creation of this affiliation will make HPD an Industry Partner for Clint ISD's Emergency Services Programs.
- n. HPD will consider volunteer opportunities for Clint ISD students who meet the requirements of both the CTE program and HPD workforce career-ready criteria.
- o. Nothing herein should be construed to prevent HPD from fulfilling its duty to preserve the peace wherever officers are located.
- p. The Parties shall ensure that any student who wishes to participate in the program completes and submits the following documents prior to participating in the program:

- i. A written parental authorization form, signed and dated by the student's parent or legal guardian if the student is under 18.
- ii. A confidentiality and non-disclosure agreement, acknowledging that the student may observe or become aware of sensitive, confidential or legally protected information and agreeing not to disclose such information except as required by law, signed and dated by the student and the student's parent or legal guardian if the student is under 18.
- iii. A signed waiver and release agreement in which the student and parent or legal guardian releases and holds harmless Horizon City, its officers, employees, agents, and representatives from any and all claims, demands, actions, liabilities, damages, or causes of action arising out of participation in the CTE programs.

3. TERM AND TERMINATION

The term of this MOU shall begin on the first date all required signatures are obtained and shall be for one year. This agreement shall thereafter automatically be renewed. Either party can terminate this MOU at any time and without cause by giving written notice to the other party. If the MOU is terminated while a school semester is ongoing, the termination is effective at the end of the semester during which the written notice is given.

4. NOTICE

All notices required under this MOU must be in writing and may be given by personal delivery or by certified mail, return receipt requested, at the addresses of the Parties indicated below.

5. No Waiver of Immunity

By entering into this Memorandum, the Parties do not waive any governmental immunity defenses or any other limitation of liability. No provision of this Memorandum is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

6. Venue

The Parties hereto agree that any action, suit, or proceeding based upon any matter, claim, or controversy arising under this Memorandum shall be brought solely in the state courts located in El Paso County, Texas. The Parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit, or proceeding has been brought in an inconvenient forum. Both Parties hereby expressly acknowledge and agree that nothing contained in this Memorandum shall be construed to require the Parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

7. No Third-Party Beneficiaries

This Memorandum is for the sole benefit of the Parties hereto and their respective successors and permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the Parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

8. Independent Contractors

HPD and Clint ISD are independent contractors. This Memorandum shall not constitute the formation of a partnership, joint venture, employment or master/servant relationship. Neither HPD nor Clint ISD shall exercise control over the performance of the other hereunder, or shall be deemed to be the agent, employee, or representative of the other party.

9. Severability

If any section, subsection, term, or provision of this Memorandum is deemed invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Memorandum shall not be affected thereby and each remaining section, subsection, term, or provision of this Memorandum shall be valid and enforceable to the fullest extent of the law.

10. Section Headings and Construction

The section headings of this Memorandum are for reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections.

Signatures on the following page

Town of Horizon City

Clint Independent School District

X _____
Mayor Andres Renteria
14999 Darrington Rd. Horizon City,
TX 79928
(915) 852-1046

X _____
Dr. Juan I. Martinez Superintendent of Schools
14521 Horizon Boulevard, El Paso, Texas 79928
Telephone: (915) 926-4001

ATTEST:

X _____
Elvia Schuller
City Clerk

APPROVED AS TO FORM:

X  _____
DESIREE DUARTE
Assistant City Attorney

APPROVED AS TO CONTENT:

X _____
Chief Marco A. Vargas
Horizon City Police Department

