



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of Memorandum of Understanding Between United ISD and Laredo College Concerning Student-Parent Reunification Process Involving School Campus Emergency Evacuations

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

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: July 17, 2019

DATE ASSIGNED FOR BOARD CONSIDERATION: July 17, 2019

RECOMMENDATION:

It is recommended that the Board of Trustees approve the MOU between United ISD and Laredo College concerning student parent reunification process involving school campus emergency evacuations.

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED INDEPENDENT SCHOOL DISTRICT
AND
LAREDO COLLEGE
CONCERNING
STUDENT-PARENT REUNIFICATION PROCESS
INVOLVING
SCHOOL CAMPUS EMERGENCY EVACUATIONS

This Memorandum of Understanding ("MOU") is entered into among and between the United Independent School District ("UISD"), a political subdivision of the State of Texas, acting through its Board of Trustees, and Laredo College ("LC"), a college district, acting through its Board of Trustees, for the collaboration with the process of reuniting students and their parents or legal guardians in response to campus evacuations due to natural or man-made causes. UISD and LC are individually called a "Party" or collectively "Parties" herein.

WHEREAS, UISD and LC wish to cooperate in assisting UISD students, staff, and parents with reunification efforts in response to staff and student evacuations from school campuses due to natural or man-made causes; and

WHEREAS, UISD wishes to subcontract LC with providing assistance in the reunification of parents or legal guardians and UISD students in response to a school campus evacuation; and

WHEREAS, LC is authorized to permit UISD to use designated LC facilities and other resources as part of their Standard Response Protocol for school campus emergencies; and

WHEREAS, the parties mutually desire to reach an understanding, through this MOU, under which LC facilities, such as the LC South Campus, and LC resources, such as law enforcement are made available to UISD for the aforesaid use.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and benefits hereunder, UISD and LC do hereby agree as follows:

TERMS AND CONDITIONS

1. **Facility Use.** It is agreed the primary function of LC will be to serve as a reunification site contractor for UISD students and their parents or legal guardians during a school campus wide emergency evacuation. LC agrees to permit the use of a designated LC facility, LC South Campus, to reunify students with their parents or legal guardians. Use of this LC facility will be authorized upon request by UISD subject to LC first meeting its responsibilities to their citizens and to the extent, the designated facility is available and appropriate as a reunification site, as determined in the LC's sole discretion.
2. **Standard of Care/Security.** UISD and their employees and representatives will exercise Reasonable care in the conduct of its activities while on LC facilities being used as

reunification centers. Other than LC employees contracted by LC to meet their facilities use obligations hereunder, UISD will direct, supervise, and manage the conduct of its students, staff, and parents on LC Facilities. To the extent UISD will direct, supervise, and manage the conduct of its students, staff, and parents while at the LC Facility, South Campus, LC will make available its wireless connectivity (WI-FI) to UISD while the LC South Campus is being used as an evacuation site. Although not signatories to this Agreement, the City of Laredo, will provide, if needed, Emergency Medical Technicians (EMTs) and through the City's Health Department, personnel to set up a triage at the Life Downs Pavilion. The City of Laredo and Border Region Behavioral Health Center will also assist in providing counselors to assist with the emotional well-being of those affected. In coordination with LC's designated liaison(s), LC will provide, or cause to be provided LC's Campus Police to be utilized during school campus wide emergencies. LC Campus Police will be used to direct traffic at the LC facility, where parent or legal guardian reunification with students will take place.

3. **Liaisons:** The parties will designate and identify liaisons for UISD and LC to coordinate all obligations hereunder. The name, address, telephone number and other contract information for each respective liaison will be distributed to the other party.
4. **Reimbursement Costs.** UISD will promptly reimburse LC all reasonable costs and expenses, which LC incurs for the evacuation and reunification of UISD staff and students at LC's facility. Costs and expenses to be reimbursed include those costs and expenses arising from the evacuation and reunification efforts, including but not limited to repair/replacement of damages for loss to the LC facility, fixtures, and equipment on said facility, as well as the cost and expenses for LC Campus Police services used in traffic control at the reunification facility.
5. **Term of MOU and Termination.**
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, or UISD or LC's rights to seek remedies for which it is entitled.
6. **Liability; No Waiver of Immunities.** UISD AGREES TO DEFEND, HOLD HARMLESS, AND FULLY INDEMNIFY LAREDO COLLEGE AGAINST AND FOR ANY LIABILITY, CLAIMS, CAUSES OF ACTION, LOSSES DAMAGES, INCLUDING BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO OBLIGATIONS AND RELIEF EFFORTS CONTEMPLATED HEREUNDER.

This provision will survive termination of this Agreement and does not waive or otherwise substitute for UISD's reimbursement obligations hereunder.

It is expressly understood and agreed that under this MOU neither UISD nor LC waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

7. **Entire Agreement.** This MOU sets forth the entire agreement between UISD and LC with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this MOU. No modification or, or waiver, of any right under this MOU will be effective unless it is evidenced in a writing executed by an authorized representative of UISD and LC.
8. **Severability.** 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.
9. **Paragraph Readings.** The captions, numbering, sequences, titles, paragraphs, headings, punctuations, and organization used in this MOU are for convenience only and shall in no way define, limit, or describe the scope or intent of this MOU or any part of it.
10. **Understanding, Fair Construction.** By execution of this MOU, UISD and Laredo College acknowledge that they have read and understand each provision, term, and obligation contained in this MOU. This MOU, although, drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
11. **Notice.** Any notice required to be given hereunder shall be in writing and delivered to the address and titles set forth below by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt. All notices shall be effective upon receipt. The addresses provided hereunder may be changed at any time on prior written notice.

LC: Dr. Ricardo Solis
Laredo College, President
Fort McIntosh Campus
West End Washington Street
Laredo, Texas 78040

UISD: Roberto J. Santos
Superintendent of Schools
201 Lindenwood Drive
Laredo, Texas 78045

12. **Assignment.** Neither UISD or LC may assign this MOU without the prior written consent of the other parties.

IN WITNESS THEREOF, the governing board of the United Independent School District has duly authorized the UISD Superintendent of Schools to execute this MOU, and LC has duly authorized its President to execute this MOU, and said MOU is to become effective and operative upon the fixing of the last signature hereto.

LAREDO COLLEGE

Dr. Ricardo Solis
President

Date

UNITED INDEPENDENT SCHOOL DISTRICT

Roberto J. Santos
Superintendent of Schools

Date