



COOPERATIVE AGREEMENT OF AFFILIATION

This Cooperative Agreement of Affiliation (the “Agreement”) is made by Laredo College (the “College”) on behalf of the _____ and United Independent School District (the “Agency”), collectively the parties, on July 23rd, 2025, and becomes effective as of the date the last party signs the Agreement, indicating mutual agreement between the College and the Agency (the “Effective Date”).

WHEREAS, the Agency is a Texas school district that operates internal maintenance and operations departments, including services related to HVAC Technology, in Laredo, Texas;

WHEREAS, the College wishes to provide a program of field work-based learning experience in the area of HVAC Technology for its College students; and

WHEREAS, the Agency is willing to provide such experiences.

NOW, THEREFORE, in contemplation of the relationship to be established between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

Both the College and the Agency hereby agree to cooperate and work sincerely with each other to provide field work-based learning experiences (cooperative learning, internship, practicum), whereby candidates may obtain an institutional award in HVAC Technology, partly as a result of the field work-based learning experience gained at the Agency.

The College and the Agency mutually agree to make no distinction among students, on the basis of race, color, sex, creed, age, sexual orientation, marital status, disability, or national origin. For the purposes of this Agreement, in addition to the aforementioned, a student shall not be denied any service or benefit that is different, is provided in a different manner or at a different time from the service provided to other students under this Agreement. A student may not be subjected to segregation or separate treatment in any manner related to receipt of any advantage or privilege enjoyed by others receiving the same service or benefit; or any other requirement or condition that individuals must meet in order to be provided any service or benefit.

Neither the Agency nor the College shall submit any material relating to the field work-based learning experience for publication without the expressed written consent of both parties.

1. **RESPONSIBILITIES OF THE COLLEGE.** The College agrees to fulfill the following obligations during the term of this Agreement:
 - a. Comply with the educational standards of the appropriate accreditation bodies.
 - b. Communicate with the Agency, through the Agency’s designated supervisor, on all items pertinent to the field work-based learning experience.

- c. Shall notify the Agency, through the Agency's designated supervisor, of the planned schedule of student assignments, including the names of the students, the student's level of academic preparation, and length and dates of the student's assignments in the field work-based learning experience program(s).
- d. Shall refer to the Agency only the students who have satisfactorily completed the prerequisite didactic portion of the curriculum applicable to the Agency.
- e. Ensure that the students and faculty support and follow the Agency's policies, rules, and regulations.
- f. Agrees to provide faculty that are approved by the certifying or accrediting agencies to supervise the field work-based learning experience. It is also understood that the College's faculty member retains the ultimate responsibility of monitoring and supervising the students.
- g. Ensure that the College's students, the faculty and other employees maintain the confidentiality of all information about the Agency's students and their educational records in accordance with pertinent state and federal laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").
- h. The College will provide the Agency evidence of general liability insurance in the amount of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.

2. **RESPONSIBILITIES OF THE AGENCY.** The Agency agrees to fulfill the following obligations during the term of this Agreement:

- a. Maintain standards for appropriate services that are conducive to sound educational experiences for the students participating in field work-based learning experience program(s).
- b. Assign a designee, in a supervisory position, who will be responsible for facilitating the field work-based learning experience of the student.
- c. Shall, insofar as possible, make available to the student and faculty, library facilities, appropriate records and equipment, classroom and conference space. The Agency shall not be responsible for the safekeeping and/or loss of College students' personal belongings.
- d. Shall assist in the orientation for the student and faculty to the physical facilities, policies and procedures of the Agency.
- e. The Agency shall advise the College of any deficits noted in the ability of an assigned program participant to progress toward achievement of stated program objectives. The Agency will also assist the College and the program participant in addressing and attempting to correct these deficits.

- f. Shall permit, upon written request from the College, the inspection of the facilities, fieldwork, and services by the College and/or accrediting agencies.
 - g. The Agency shall encourage and support, when required by the College's accrediting agency, continuing education and professional development of the staff member who is responsible for the supervision of the field work-based learning experience.
 - h. If, during the course of the field work-based learning experience program(s) and in conjunction with the field work-based learning experience requirements, employees and agents of the Agency are informed of or possess student records, the Agency shall comply with the confidentiality requirements of all federal and state laws and regulations in the handling of such records.
 - i. Review, through a designee, the criminal history record check information of each College student desiring to participate in the program(s) offered through this Agreement before the student begins participation and determine the student's eligibility to participate in accordance with Agency policies, rules, and procedures.
- 3. PARTIES' RELATIONSHIP. During the field work-based learning experience, neither the College nor the program participant shall be considered an employee, an agent, a partner, or a servant of the Agency. It is understood and agreed that parties retain the obligations and limitations expressly stated in this Agreement.
- 4. REMOVAL OF PROGRAM PARTICIPANTS. The Agency may recommend the removal of any student from the Agency at any time in the event that the Agency determines that such action is in the best interest of the operation of the Agency. Upon such request, the Agency shall provide written documentation specifying the facts and circumstances necessitating such request for removal, so that the program shall have the opportunity to review and to evaluate the student's conduct. The parties agree that the Agency maintains final decision-making authority regarding the student's ongoing participation in the program(s) offered through this Agreement.
- 5. AMENDMENTS. An amendment to this Agreement is not effective until approved in writing by an authorized representative from the College and the Agency and signed by both parties.
- 6. REQUEST FOR PUBLIC INFORMATION. Each party acknowledges that the other is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this agreement.
- 7. CONTRACT PERFORMANCE. This agreement is performable in Texas. Further, the validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights,

duties, and interpretation or construction, shall be governed and determined by the constitution and the laws of the State of Texas. The parties agree that any legal dispute regarding the contents, application, or enforcement of this Agreement shall be brought in the county or state district courts of Webb County, Texas.

8. **FORCE MAJEURE.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, governmental actions or pandemics, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
9. **NOTICES.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. Each party can change its respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Agency: Dr. Gerardo Cruz
Superintendent
201 Lindenwood Dr.
Laredo, Texas 78045
956-473-6355

College: Dr. Minita Ramírez
President
Laredo College
West End Washington St.
Laredo, Texas 78040
(956) 721-5101 (telephone)
(956) 721-5381 (fax)
president@laredo.edu

10. **TERM OF AGREEMENT.** This Agreement shall be for five (5) years beginning on August 1, 2025, and ending on July 31, 2030. However, this Agreement may be terminated prior to the expiration of the term of this Agreement pursuant to the Termination section herein.
11. **TERMINATION.** This Agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; or by either party, without cause, upon one hundred eighty (180) days written notice to the other party; however, no such termination shall be effective upon any student enrolled in the Program, until the conclusion of the academic semester in which the student is currently enrolled.

12. NO WAIVER OF IMMUNITY. Neither party waives nor relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agent as a result of the execution of this Agreement and performance of the functions or obligations described herein, including but not limited to sovereign and governmental immunity.
13. AUTHORIZATION OF AGREEMENT. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
14. NO WAIVER. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
15. NO ASSIGNMENT. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by any party without the prior written consent of all parties hereto.
16. RIGHTS IN PROPERTY. All title to Agency supplies, equipment, furnishings, fiscal records, and student records shall remain the sole property of the Agency.
17. SECTION HEADINGS. The headings of sections contained in this Agreement are for convenience only and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
18. GOVERNING LAW. This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent irrevocably to the sole and exclusive jurisdiction and venue of the county and state district courts of Webb County, Texas, for any action under this Agreement.
19. COMPLETE UNDERSTANDING. The parties have read this Agreement and agree to be bound by its terms. The parties further agree that this Agreement constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements, either oral or written, between them. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration or modification is sought.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the College and the Agency have executed this Agreement, in multiple originals, to become effective on the Effective Date.

LAREDO COLLEGE

United Independent School District

President

Superintendent

Date

Date

Provost/Vice-President of Academic Affairs

Date