

**Memorandum of Understanding between  
Workforce Solutions Middle Rio Grande Board and  
Brackett Independent School District  
Texas Education Outreach Program**

This agreement is made and entered into between Brackett Independent School District (District) and Workforce Solutions Middle Rio Grande Board (Board).

The Board offers labor market and employment information about in-demand industry sectors or occupations available in the Middle Rio Grande region, such as employability skills, career awareness, career counseling, and career exploration services. Career awareness activities include providing information on a variety of careers and occupations available, their skill and education requirements, working conditions and training prerequisites, and job opportunities across a wide range of industry sectors.

Whereas the parties intend by this agreement to set forth the terms and conditions of an Education Outreach program in the DISTRICT in order to provide career guidance and information to assigned public middle school and high school students, especially regarding High Growth High Demand Occupations; expose, educate, and engage students in employability skills, career development and career decision-making; promote opportunities such as dual credit, industry-based certifications, internships; and facilitate post-secondary enrollment which enhances a student's career pathway. Therefore, in consideration of the foregoing and the mutual promises set forth herein, the BOARD and the DISTRICT agree as follows:

**I. RESPONSIBILITIES OF BOARD**

- a. The BOARD, after consultation with appropriate representatives of the DISTRICT, will provide an outline of work and objectives for the Education Outreach Program.
- b. The BOARD will provide qualified, trained specialists to collaborate with the DISTRICT on designated campuses with students, counselors, teachers, and administrators.
- c. The BOARD staff will be available to assist in classroom presentations, teacher professional development or one on one meetings with students that need career guidance.
- d. The BOARD staff will engage in opportunities to establish partnerships and connect with industry and post-secondary training providers,

especially those leading into High Growth High Demand Occupation areas for the DISTRICT.

- e. The BOARD will establish strong working relationships with employers and invite them to connect to the classroom through classroom presentations or encourage them to offer industry tours, job shadowing opportunities, internship/apprenticeship opportunities, etc. at their place of business.
- f. The BOARD will serve as a primary resource to the DISTRICT for essential skills assessment and labor market information to include High Growth High Demand Occupations at the county, region, and state levels.
- g. The BOARD staff will support and participate in activities such as job fairs, career days and professional development for campus staff.
- h. The BOARD will provide a schedule of days, times and campuses that are being served to the DISTRICT and campus administrators.
- i. The BOARD will ensure that its staff follows all DISTRICT policies regarding dress codes and campus policies.

## II. RESPONSIBILITIES OF DISTRICT

- a. The DISTRICT will provide the appropriate credentials providing access to facilities.
- b. The DISTRICT will provide access to students and staff to help communicate the benefits of the program and the ability to engage students.
- c. The DISTRICT reserves the right, exercisable in its discretion after consultation with BOARD to exclude any staff from its campuses in the event that such staff's conduct is deemed objectionable or detrimental to the proper administration of the DISTRICT, subject to the non-discrimination clause of this agreement.
- d. The DISTRICT will keep BOARD informed of any policy changes which may affect the BOARD Education Outreach Program (SOAR) or its staff.
- e. The DISTRICT agrees to provide reasonable cooperation to help ensure the success of the BOARD Career and Education Outreach Program.
- f. The DISTRICT will provide a point of contact for all campuses the Outreach Specialists shall be working with.

## III. TERMS AND TERMINATION

- a. This agreement is for a term of two (2) years beginning on December 5, 2024, through December 4, 2026, and may be renewed by mutual consent of the parties for additional terms of two (2) years indefinitely.
- b. This agreement may be terminated for any reason by either party upon thirty (30) days written notice. Further, in the event of any breach, violation of law or regulations, or the occurrence or existence of any condition, practice, procedures, action, inaction or omission of, by or involving the BOARD staff which in the reasonable opinion of the DISTRICT constitutes either a threat to the health, safety and welfare of any student or DISTRICT employee, or a violation of any law, regulation, requirement, license, eligibility, or material agreement governing the DISTRICT'S operations, then the DISTRICT shall have the right to summarily and immediately terminate this Agreement upon written notice to the BOARD delivered to the address set forth herein.
- c. Notice of termination to BOARD shall be directed to:

Ms. Rosie Lozano, Executive Director  
Workforce Solutions Middle Rio Grande Board  
216 W. Main Street, Suite B  
Uvalde, TX 78801 (830) 591-0141

#### IV. LIABILITY

- a. The BOARD agrees to indemnify, defend and hold the DISTRICT, its agents, officers, members, employees and volunteers harmless for, from and against any and all claims, damages, losses, causes of action, and demands, or other liability including, without limitation, reasonable attorney's fees and costs, arising from negligence and/or misconduct of BOARD in the performance of this Agreement, except where caused by the sole negligence or willful misconduct of the DISTRICT.
- b. The BOARD agrees to be responsible for any and all claims and liability for injury to persons or property arising out of or caused by the negligence of its agents, employees or officers in the performance of the duties and obligations contemplated in this agreement.
- c. The BOARD shall provide its usual Worker's Compensation Insurance or covering employees of BOARD. Said insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice to the DISTRICT.

## V. NON-DISCRIMINATION

Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. Neither party shall discriminate against any student in the program on the basis of race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference or disability.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

## VI. CONSIDERATION

- a. Under the terms of this agreement, neither party is obligated to make payments of any kind to either party.
- b. Services rendered by BOARD covered under this Agreement are considered to be educational in nature, and therefore, no monetary compensation shall be paid to BOARD staff by the DISTRICT. Nothing in the execution or performance of this Agreement shall be construed to establish an employee-employer, an agency, a partnership or a joint venture relationship among the BOARD and the DISTRICT.

## VII. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of Texas.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating thereto. Any amendment thereof must be made in writing and agreed to by all parties.

*The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.*

- *Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII). For more information: [TEGL.pdf \(dol.gov\)](#).*
- *Federal requirement to state the amount and percentage of federal funds and non-federal funds financing the Teacher Externships.*

IN WITNESS THEREOF, the authorized representatives of the parties here to have executed this agreement.

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Rosie Lozano, Executive Director  
Workforce Solutions Middle Rio Grande Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eliza Diaz, Superintendent  
Brackett Independent School District

\_\_\_\_\_  
Date