



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of Memorandum of Understanding Between United Independent School District
And the Laredo Community College Concerning Student-Parent Reunification Process Involving
School Campus Emergency Evacuations

SUBMITTED BY: Gloria S. Rendon **OF:** Associate Superintendent

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: July 18, 2018

RECOMMENDATION: It is recommended that the United ISD Board of Trustees Approve the Memorandum of Understanding Between the United Independent School District and the Laredo Community College Concerning Student-Parent Reunification Process Involving School Campus Emergency Evacuations

RATIONALE:

BUDGETARY INFORMATION:

POLICY REFERENCE & COMPLIANCE:

**MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED INDEPENDENT SCHOOL DISTRICT
AND
LAREDO COMMUNITY 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 Community College ("LCC"), 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 LCC are individually called a "Party" or collectively "Parties" herein.

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

WHEREAS, LCC is authorized to permit UISD to use designated LCC 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 LCC facilities, such as the LCC South Campus, and LCC 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 LCC do hereby agree as follows:

TERMS AND CONDITIONS

1. **Facility Use.** It is agreed the primary function of LCC 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. LCC agrees to permit the use of a designated LCC facility, LCC South Campus, to reunify students with their parents or legal guardians. Use of this LCC facility will be authorized upon request by UISD subject to LCC 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 LCC'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 LCC facilities being used as reunification centers. Other than LCC employees contracted by LCC to meet their facilities use obligations hereunder, UISD will direct, supervise, and manage the conduct of its students, staff, and parents on LCC Facilities. In coordination with Webb County designated liaison(s), LCC will provide, or cause to be provided by the LCC campus police at LCC facility utilized during school campus wide emergencies. LCC Campus Police will be used to direct traffic at the Webb County facility, where parent or legal guardian reunification with students will take place.
3. **Liaisons:** The parties will designate and identify liaisons for UISD and LCC 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.** As soon as reasonably possible after the declared student and staff campus evacuations, UISD will provide LCC detailed instructions and available application forms for submission of costs and expenses incurred for the evacuation and reunification of staff and students. UISD also agrees to diligently pursue and coordinate reimbursement from all applicable agencies and sources, or as per instructions provided to UISD, to secure assistance for LCC's costs and expenses incurred for its facility use, repair/replacement of damages or loss to LCC facility, fixtures, and equipment on said facility, as well as the cost for LCC Campus Police services used in traffic control at the reunification facility. UISD will promptly pay LCC all reimbursement funds received from applicable agencies or other sources providing funds for said reunification efforts due to the emergency campus evacuation. LCC reserves the right to seek relief to which they are entitled through other means if full cost reimbursement hereunder is not realized.
5. **Term of MOU and Termination.** The term of this MOU is one year commencing on August 1, 2018, and continuing until July 31, 2019, unless earlier terminated by providing thirty (30) days written notice. Therefore, subject to each of the Parties written consent, this Agreement shall renew for one (1) year terms up to a total of five (5) such terms, unless earlier terminated. Termination will not affect the processing of cost reimbursement obligations hereunder, or UISD or LCC's rights to seek remedies for which it is entitled.
6. **Liability; No Waiver of Immunities.** TO THE EXTENT AUTHORIZED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, UISD AGREES TO DEFEND, HOLD HARMLESS, AND FULLY INDEMNIFY LAREDO COMMUNITY 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 LCC 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 LCC 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 LCC.
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 Webb County 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.

LCC: Dr. Ricardo Solis
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 LCC 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 LCC 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 COMMUNITY COLLEGE

Dr. Ricardo Solis
President

Date

UNITED INDPENDENT SCHOOL DISTRICT

Robert J. Santos,
Superintendent of Schools

Date