



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of Memorandum of Understanding between United Independent School District and Imaginarium of South Texas

SUBMITTED BY: Eduardo Zuñiga **OF:** Assoc. Supt. For Student Support Svcs.

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: April 18, 2018

RECOMMENDATION:

It is recommended that the Board of Trustees approve the MOU between United I.S.D. and the Imaginarium of South Texas.

RATIONALE:

The purpose and intent of this MOU is to provide for the coordination of IOSTX programs and use of District facilities by IOSTX to provide innovative learning experiences for District students.

BUDGETARY INFORMATION:

POLICY REFERENCE & COMPLIANCE:

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED INDEPENDENT SCHOOL DISTRICT
AND
IMAGINARIUM OF SOUTH TEXAS

This Memorandum of Understanding ("MOU") is hereby entered into on this the _____, day of _____, 2017, by and between the UNITED INDEPENDENT SCHOOL DISTRICT (hereinafter "District"), a Texas political subdivision acting by and through its Board of Trustees and Superintendent of Schools pursuant to lawful action taken at a Board Meeting held on _____ and the IMAGINARIUM OF SOUTH TEXAS (hereinafter called "IOSTX"), a tax-exempt organization under Internal Revenue Code Section 501(c)(3), acting by and through its Board of Directors and Executive Director pursuant to lawful action taken at a Board Meeting held on Feb 27, 2018.

I. PREAMBLE

WHEREAS, the IOSTX and District have joined together to pursue an initiative to provide innovative learning experiences for District students; and

WHEREAS, the IOSTX and District agree that utilization of District facilities would enhance the educational and recreational endeavors of both the IOSTX and the District by more programs and unique learning opportunities to District students; and

NOW THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

II. STATEMENT OF GENERAL PURPOSE AND INTENT

- 2.1 The purpose and intent of this MOU is to provide for the coordination of IOSTX programs and use of District facilities by the IOSTX to provide innovative learning experiences for District students.
- 2.2 IOSTX shall abide by all District policies, including all policies pertaining to visitors at District facilities.
- 2.3 IOSTX shall always obtain prior, written approval from the District before providing its services on District property. The District will not be obligated or bound to accept any offers of services from IOSTX.
- 2.4 If IOSTX provides services to the District, a fee schedule will be approved prior to the services being completed.
- 2.5 All fee schedules and payments approved by the District to IOSTX shall be in accordance with District policy and state and federal laws.

III. TERM OF AGREEMENT

- 3.1 Unless sooner terminated as hereinafter provided, the terms of this MOU shall commence on _____ and end on June 30, 2017; however, unless either party provides notice of intent to terminate this MOU on or before June 15, 2017, this MOU shall be automatically extended for successive one-year terms, unless terminated or amended earlier in accordance with the terms hereof.

IV. SAFETY

- 4.1 District and IOSTX hereby agree and pledge that each shall fully comply with all established safety standards applicable to operation and use of District facilities. The District shall post such information signs as deemed by the District necessary to inform users of rules, regulations, governmental codes, and ordinances.

V. INSURANCE AND LIABILITY

- 5.1 IOSTX, at its own expense shall provide and maintain, during the term of this MOU, either insurance, with or without retention, or a self-insurance program, allowed and provided by law, which shall cover liability for property damage and personal injury arising from the use of District facilities.
- 5.2 IOSTX shall be liable for their own acts of negligence.

VI. INDEMNIFICATION

- 6.1 IOSTX agrees to defend and indemnify the District and its employees, trustees, and agents for claims, causes of action, costs, damages, including personal injury damages, losses and expenses, including reasonable attorneys' fees. This provision shall survive termination or expiration of this MOU.

VII. NO EMPLOYER/EMPLOYEE RELATIONSHIP

- 7.1 IOSTX is associated with the District only for the purposes and to the extent set forth in this MOU. With respect to its duties and obligations under this MOU, IOSTX is and shall be an independent contractor and nothing contained in the MOU shall be deemed or be construed to create a partnership or joint venture, to create the relationship of employer-employee or principal-agent, with District or to otherwise create any liability for the District whatsoever with respect to the liabilities and obligations of IOSTX or any other party under this MOU.

XIII. ASSIGNMENT

- 8.1 This MOU shall not be assigned by either party unless written authorization is first obtained from the other party.

IX. SEVERABILITY

- 9.1 If any clause or provision of this MOU is illegal, invalid, unenforceable under present or future laws effective during the term of this Agreement, including any renewals, then and in that event, it is the intent of the parties hereto that the remainder of this MOU shall not be affected thereby, and it is also the intent of the parties to this MOU, that in lieu of each clause or provision of this MOU that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

X. ENTIRE AGREEMENT

- 10.1 This MOU contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon to date, and no other agreements of prior date, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto. It is the intent of the parties that neither party shall be bound by any term, condition or representation not herein written.

XI. AMENDMENT

- 11.1 No amendment, modification or alternation of the terms of this MOU shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto and approved by the governing parties.

XII. NON-DISCRMINATION

- 12.1 Any discrimination by District or IOSTX or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in employment practices or in the use of District facilities is strictly prohibited.

XIII. NOTICES

- 13.1 Notices to the parties hereto required or appropriate under this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

To the District:

Mr. Roberto J. Santos
Superintendent of Schools
United Independent School District
201 Lindenwood Drive
Laredo, Texas 78045

To the IOSTX:

Ms. Sandra Cavazos
Executive Director
Imaginarium of South Texas
5300 San Dario, Suite 505
Laredo, Texas 78041

XIV. TEXAS LAW TO APPLY

- 14.1 This MOU shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Webb County, Texas.

XV. FORCE MAJEURE

- 15.1 Neither party to this MOU shall be required to perform any term, condition, or covenant in this MOU so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this MOU and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this MOU, written notice shall be provided to the other party with three days.

XVI. GENDER

- 16.1 Words of any gender used in this MOU shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVII. CAPTIONS

- 17.1. The captions contained in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVIII. AUTHORITY

18.1 The signers of this MOU hereby represent and warrant that they have authority to execute this Agreement on behalf of each of their governing bodies.

XIX. TERMINATION


19.1 District may terminate this MOU, with or without cause, upon five (5) days advance written notice to IOSTX. If the MOU is terminated, District will be refunded any amount previously paid, on a prorated basis by IOSTX, within ten (10) calendar days of the termination of this MOU.

WITNESS the signatures of the parties hereto in duplicate originals on this _____ day of _____, 2017.

United Independent School District


Imaginarium of South Texas

Mr. Roberto J. Santos
Superintendent of Schools



Sandra Cavazos
Executive Director

Mr. Juan Roberto Ramirez
President, Board of Trustees



Mr. Gilbert Almaraz
President, Board of Directors

APPROVED AS TO FORM:

J. CRUZ AND ASSOCIATES, LLC
Stephen Trautmann, Jr.
Attorney at Law

By: _____
Juan J. Cruz
U.I.S.D. Attorney

By: _____