

MEMORANDUM OF UNDERSTANDING

**YSLETA INDEPENDENT SCHOOL DISTRICT, EL PASO COMMUNITY COLLEGE,
and
THE UNIVERSITY OF TEXAS AT EL PASO**

This **Memorandum of Understanding** ("MOU") is entered into as of the ____ day of ____, 2021 between **Ysleta Independent School District** (YISD), a Texas independent school district located at 9600 Sims Dr., El Paso, TX 79925, **The El Paso County Community College District** (EPCC), an institution of higher education located at 9050 Viscount Blvd., El Paso, Texas, 79925, and **The University of Texas at El Paso** (UTEP), a Texas State Institution of Higher Education and component institution of The University of Texas System addressed at 500 West University Avenue, El Paso, Texas, 79968 (collectively, the Parties).

WHEREAS, YISD submitted a Letter of Interest (LOI) grant application to the Texas Education Agency (TEA) under RFA #701-21-113; SAS #576-21, for the 2021-2023 Expansion of Dual Credit Faculty for College and Career Readiness School Models (CCRSM) (Grant) ;

WHEREAS, EPCC and UTEP both provided letters of support for the grant application and roles each of them would have should the Grant be awarded;

WHEREAS, the purpose of the Grant is to increase the number of high school educators credentialed to teach academic dual credit courses at CCRSM campuses;

WHEREAS, the Grant Application has been awarded to YISD subject to certain requirements, including that the Parties enter into a partnership agreement or Memorandum of Understanding;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, YISD, EPCC, and UTEP agree as follows:

1. Scope of Services. The Parties agree to collaborate as set forth in the grant application and the Grant with YISD as a Local Education Authority employing high school teachers, UTEP as the 4-year university providing an accelerated credentialing program to the participating YISD high school teachers, and EPCC as the partner college that serves as the dual credit provider for the CCRSM campus.

2. Term. The initial term of this MOU shall begin on __August 15, 2021____ and continue for a period of __2__ years, unless extended longer or terminated earlier as provided herein; The initial term and any renewal term(s) are collectively referred to in this MOU as "Term ." Any party may terminate this MOU, without cause, upon at least thirty (30) calendar days with prior written notice to the other parties, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties. Notwithstanding the foregoing, the Parties agree

that as to educators who have not completed the necessary coursework for their degrees as of the end of the Term, the parties will continue the collaboration as provided in Section 4.

3. **Changes and Amendments.** This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

4. **Incorporation of Exhibits and further agreements.** The Parties further agree to the following conditions:

- a. The Parties agree to perform the roles and responsibilities as more fully in the Grant Application, attached hereto as **Exhibit A** and incorporated herein for all purposes, as updated to include the final version as approved by TEA and any updated rosters and commitments shown in Attachments 4 and 5 thereto.
- b. YISD shall serve as Grantee and fiscal agent for the Grant, and shall request a maximum of \$25,000 per educator for expenses related to tuition, fees, and travel during the life of the Grant. Additional costs will be the responsibility of YISD or the participating employee of YISD.
- c. UTEP shall provide the instruction needed for participant credentialing as shown on **Exhibit B** attached hereto and incorporated herein for all purposes.
- d. EPCC commits during the Term to continue its Dual Credit Partnership Agreement with YISD as shown on **Exhibit C** attached hereto and incorporated herein for all purposes and to credentialing participating YISD high school teachers as described in the Grant.
- e. The Parties commit that if any significant change occurs or is expected to occur that would likely impact a Party's ability to perform as agreed herein, that Party will promptly notify the other Parties so that appropriate modifications can be made.
- f. The Parties commit to ensuring that all participating teachers will be afforded the opportunity outside the Grant Term to complete the necessary coursework for credentialing with eligibility and expense sharing to be determined among the Parties based on the circumstances at the time and such other agreements between the Parties as may be then in effect.

5. **Points of Contact.** For purposes of this MOU, the point of contact for each party is:

Ysleta Independent School District
Christine Gleason, Director, High School Academics
9600 Sims
El Paso, Texas 79925
915-434-0540
clgeason@yisd.net

El Paso Community College

University of Texas at El Paso

6. **Reservation of rights.** Nothing herein shall be construed to be a waiver of sovereign immunity or similar rights of any of the parties, except to the limited extent required by law to enforce the parties' respective obligations to each other hereunder. No provision of this MOU that imposes an obligation or restriction on any party not permitted by applicable law shall be enforceable. Records relating to the MOU may be subject to disclosure pursuant to the Texas Public Information Act.

7. **Miscellaneous.** Without the prior written consent of all other parties, no party shall have right or power to assign this MOU in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. This MOU, and every provision thereof, shall be binding upon and shall inure to the benefit of the named parties and their respective successors and permitted assigns. This MOU shall not be binding upon a named party until such party has received any required approval of this MOU by its respective governing body and has executed this MOU. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa. No consent or waiver, express or implied, by a party to or for any breach or any provision hereunder by the other party shall be deemed a consent or waiver to or for any other breach of the same provision or any other provision hereunder. This MOU has been jointly prepared by the parties, and no ambiguity shall be construed against any party based on the identity of the author of this MOU. This MOU may be executed in original or facsimile signatures, in multiple counterparts. Any provision, or part thereof, of this MOU held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this MOU and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable. The headings, captions, and arrangements used in this MOU are for convenience only and shall not affect the interpretation of this MOU.

8. **Supplemental Agreements.** In addition to this MOU, the Award may require or allow the parties to execute additional agreements regarding their duties and responsibilities. Any such written agreement executed after the execution of this MOU (each, a "Supplemental Agreement") shall be considered as a supplement to this MOU and will be construed in conjunction with this MOU.

9. **Reservation of Rights, Immunity and Governmental Function.** The Parties agree that the performance of this MOU is for the purpose of performing governmental functions and that, in all things related to this MOU, parties were performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this MOU shall be construed as a waiver of sovereign immunity or similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of

its powers or functions. No provision of this MOU that imposes an obligation or restriction on YISD not permitted by applicable law shall be enforceable. Records relating to the MOU may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

10. **Interlocal Cooperation Contract.** This MOU constitutes an “interlocal contract” within the meaning of, and as authorized by, the Texas Interlocal Cooperation Act, Section 791.001 et. seq. of the Texas Government Code The purpose of this MOU is to provide “governmental functions or services” as therein defined.

11. **Disputes.** If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

12. **Amendment and Assignment.** Any changes to this Agreement may only be made by mutual written agreement of the parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

13. **Mutual Negotiation.** This MOU has been prepared at the joint request, direction, and construction of the Parties, at arms’ length, and shall be construed without favor to any party.

14. **Warranty of Capacity to Execute Contract.** The person signing this MOU on behalf of each party warrants that he/she has the authority to do so and to bind each party to this MOU. The signatories may sign individual signature pages to facilitate the circulation and execution of this MOU.

15. **Execution in Counterparts.** This MOU may be executed by the Parties in counterparts, as if executing a single document.

Executed this ___ day of _____, 2021.

YSLETA INDEPENDENT SCHOOL DISTRICT

Xavier De La Torre, Ed.D., Superintendent

THE EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

William Serrata, Ph.D., President

THE UNIVERSITY OF TEXAS AT EL PASO
