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Laredo Independent
School District
&
Webb County

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WEBB COUNTY, TEXAS

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PARTNERSHIP MEMORANDUM OF AGREEMENT

AGREEMENT FOR THE DEVELOPMENT AND SUPPORT OF INTERNSHIP OPPORTUNITIES FOR LAREDO ISD STUDENTS IN VARIOUS PROGRAMS OF STUDY

This Agreement ("Agreement") for the development, support, and operation of a grades 9 through 12 Laredo ISD-Webb County Internship Program is effective as of May 30, 2023, by and between the Laredo Independent School District, with principal offices located at 2400 San Bernardo Ave. Laredo, Texas 78040; Webb County Office, with its principal office located at 1000 Houston Street 3rd Floor, Laredo, Texas 78040; and the Laredo Independent School District's Executive Director of College, Career and Military Readiness (CCMR), Advanced Academics & Schools of Innovation, CCMR Coordinators and Teachers. (Each Partner is referred to herein individually as a "Party" and collectively as the "Parties".)

WHEREAS, Laredo Independent School District and Webb County wish to enter into an agreement to set forth their continuing rights and obligations with respect to the development, support, and operation of Laredo ISD-Webb County Internship Program;

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. OVERALL SCHOOL MODEL

The Parties agree to collaborate in developing, supporting, and operating of Laredo ISD-Webb County Internship Program. The District's mission is to provide all students with an education that begins in 9th grade, continues through high school completion with a high school diploma, and culminates in attainment of an associate degree and industry-based certifications thus preparing students to succeed in college and career. The program also includes authentic work experiences designed to prepare students for positions in the fields of their selected program of study.

The District is open to students of all backgrounds and abilities, including struggling learners, English language learners, and students with disabilities. The primary point of entry is the ninth grade. The Laredo ISD-Webb County Internship Program will admit approximately 16 students in the summer.

The District's curriculum and support program is designed to support a wide range of students in earning a high school diploma, an industry based certification, and the work experience needed to be a highly qualified candidate for career-track employment in the different fields. All courses and licenses offered to students while enrolled in the District will be free of charge to students and their families.

The Parties will work together to develop, evaluate and revise the District's scope & sequence plan, which will identify specific high school and work experiences that students will participate in each year as part

of their regular school program. This scope & sequence plan will serve as a blueprint for curriculum development and programming for students and staff.

II. GOVERNANCE

The students will be from a Laredo Independent School District public school and, as such, must follow all policies and procedures outlined in the Laredo Independent School District Superintendent's Regulations.

A Steering Committee consisting of representatives from all the Parties shall oversee the development and ongoing support of the Laredo ISD-Webb County Internship Program. Additional staff and faculty members, students and parents may be added as appropriate. In matters to be decided by the Steering Committee, Laredo Independent School District, Webb County, Laredo Independent School District Executive Director of CCMR, Advanced Academics & Schools of Innovation and the District's staff shall each have a single vote, and Webb County vote shall be limited to those matters where it has specific responsibilities set forth in Section III.A.

The Steering Committee shall meet at least twice a year and as often as needed to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration. The Steering Committee shall address the District's scope & sequence plan, the overall quality and outcomes from the Laredo ISD-Webb County Internship Program and other aspects of the District, the District's budget, and other issues related to relationship between the Parties. The Steering Committee is empowered to suggest revisions to this Agreement on matters of the District's program focus. In cases where the Steering Committee is unable to resolve issues pertaining to the District, it will escalate issues in writing to the Superintendent of Schools or Executive Director of CCMR, Advanced Academics & Schools of Innovation.

III. ROLES AND RESPONSIBILITIES

A. Webb County:

1. Webb County will be committed to the full implementation of overall program of study as outlined in Section I.
2. Webb County will ensure that every participating student receives mentoring from an industry professional, including an opportunity to communicate in writing or online and face-to-face interaction.
3. Webb County will make available line supervisors and Human Resources managers to identify the appropriate entry-level positions students at the District may qualify for upon graduation, work with the other Parties to map the key skills needed to succeed in those positions, and strongly consider students at the District for those employment opportunities.
4. Webb County will identify a dedicated staff person to manage Webb County responsibilities to participate in the Local Partnership Committee. This dedicated staff person will be available at least 60% of the time (the equivalent of 3 days per week) to support the relationship with the District. This staff person will, among other duties, coordinate site visits to Webb County sites and facilities, recruit and be a mentor to students, identify appropriate internship opportunities, and support teachers and faculty in developing appropriate curricula.
5. Webb County will help define and provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work, based on the curriculum scope & sequence plan. It is anticipated that students in the Laredo ISD-Webb County Internship Program will participate in one summer internship experience.

6. Webb County will work with the District's staff and the other Parties to develop a coherent scope & sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the program of study. Webb County will help identify high-quality occupation-related projects and curriculum that may be incorporated into the academic program.

7. Webb County will allow the Laredo Independent School District Executive Director of CCMR, Advanced Academics & Schools of Innovation and the District's staff and students' appropriate access to Webb County site and facility to support program activities, including, but not limited to, internships, job shadowing, mentoring, and other "real-life" work experiences for students.

C. Laredo Independent School District Responsibilities:

1. Laredo Independent School District will be committed to the full implementation of the overall Laredo ISD-Webb County Internship Program as outlined in Section I.

2. Laredo Independent School District will work with the District's staff and the other Parties to develop a seamless and coherent scope & sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the Laredo ISD-Webb County Internship Program and the students' chosen program of study. Laredo Independent School District will work to develop a rigorous and engaging curriculum that prepares students for appropriate program of study coursework and workplace experience during the Laredo ISD-Webb County Internship Program.

3. Laredo Independent School District will establish a business culture for all students at the District, which requires engaging students in challenging coursework, tutoring and advising, and instruction on key "business knowledge" such as, academic and personal behaviors such as time management, collaboration, problem-solving, leadership, study skills, communication, and tenacity.

4. Laredo Independent School District will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students gaining key skills needed in the various programs of study during the Laredo ISD-Webb County Internship Program.

5. Laredo Independent School District will process and provide employment and fund student interns.

6. Laredo Independent School District will allow Webb County appropriate access to the District to support program activities, along with other appropriate industry leaders and members of leading nonprofit organizations.

7. Laredo Independent School District will ensure that students of all backgrounds and abilities are eligible to attend the District.

8. Laredo Independent School District will provide regular operating funds to the Laredo ISD-Webb County Internship Program. Laredo Independent School District will identify additional funding streams that may be available to the District.

9. Laredo Independent School District will provide support by identifying qualified staff to mentor and support students in the Laredo ISD-Webb County Internship Program.

10. Laredo Independent School District will provide appropriate and relevant ongoing professional development for the District's staff. Laredo Independent School District will share best practices that effectively serve a wide range of high school students in achieving college and career readiness.

D. Executive Director of CCMR, Advanced Academics & Schools of Innovation, CCMR Coordinators, Counselors and Teachers' Responsibilities:

1. Executive Director of CCMR, Advanced Academics & Schools of Innovation, CCMR Coordinators, Counselors, and Teachers will be committed to the full implementation of the Laredo ISD-Webb County Internship Program as outlined in Section I.

2. Executive Director of CCMR, Advanced Academics & Schools of Innovation, CCMR Coordinators, Counselors, and Teachers will work with the District's staff and the other Parties to develop a coherent scope & sequence of courses and workplace experiences that enables students to successfully meet the goals outlined in the program model and will share information from other scope & sequence plan documents to help inform the Laredo ISD-Webb County Internship Program.

3. Executive Director of CCMR, Advanced Academics & Schools of Innovation, CCMR Coordinators, Counselors, and Teachers will provide technical assistance to the Laredo ISD-Webb County Internship Program in the following areas: identifying qualified staff, developing curriculum, engaging community members, and implementing student support services.

4. Executive Director of CCMR, Advanced Academics & Schools of Innovation, CCMR Coordinators, Counselors, and Teachers will provide appropriate and relevant professional development for District's staff and share best practices.

5. Executive Director of CCMR, Advanced Academics & Schools of Innovation, CCMR Coordinators, Counselors, and Teachers will work with other offices to develop policies and practices that are supportive of all programs of study and internships. Executive Director of CCMR, Advanced Academics & Schools of Innovation, CCMR Coordinators, Counselors, and Teachers will establish policies that enable graduates of the Laredo ISD Internship Program to apply to businesses upon completion of internship/graduation.

6. Executive Director of CCMR, Advanced Academics & Schools of Innovation, CCMR Coordinators, Counselors, and Teachers will maintain a database of completed hours and outcomes for the District. Both Parties will report on the progress and outcomes of the Laredo ISD-Webb County Internship Program on a regular basis.

IV. TERM AND TERMINATION

A. The Term shall begin as of May 30, 2023 and end on June 30, 2023. This Agreement may be renewed by written agreement of the Parties.

B. Termination.

1. This Agreement may be terminated by agreement of Laredo Independent School District and Webb County upon not less than ten (10) days prior written notice to Webb County.

2. Webb County may terminate its participation in this Agreement upon not less than ten (10) days prior written notice to Laredo Independent School District.

3. Laredo Independent School District may terminate Webb County participation in this Agreement for any reason upon not less than ten (10) days prior written notice to Webb County.

4. In the event of a material breach of this Agreement by Webb County and Laredo Independent School District may jointly provide Webb County written notice of such breach, and Webb County shall have a period of ten (10) days to cure the breach. If Webb County fails to cure the breach within the cure period, Laredo Independent School District may terminate Webb County participation in this Agreement upon not less than ten (10) days prior written notice to Webb County.

V. LIMITATION ON LIABILITY ON TORT CLAIMS

The Liability of Webb County for personal injury and property damage is controlled by the Texas Tort Claim Claims Act, Texas Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are \$100,000 for each person, \$300,000 for each single occurrence for bodily injury or death, and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited, Webb County, as governmental entity, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

VI. INSURANCE AND RELEASES

Laredo Independent School District shall procure and carry sufficient Accident Insurance, ("Accidental Death and Dismemberment ("AD&D") Insurance") to cover claims that may be filed by student interns injured while being assigned to internship work at Webb County. Furthermore, no LISD student shall be allowed to intern at Webb County unless and until the student, parent and/or legal guardian has executed the attached "RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF INSURANCE CLAIM, AND INDEMNITY AGREEMENT", which is attached as Exhibit "A" and incorporated into this Agreement for all intensive purposes.

VII. MISCELLANEOUS

A. Security- Non- Laredo Independent School District instructors and other personnel from Webb County must be fingerprinted if they regularly are at the District. In the event of an accident or incident involving a student on a business site, business partner will immediately notify the assigned District staff/teacher facilitator. Laredo Independent School District and Webb County will cooperate in any investigation in connection with said incident or accident.

B. Non-Discrimination- The Parties shall comply in every respect with all applicable provisions of all federal, state and local statutes, rules and regulations which prohibit unlawful discrimination against any employee, applicant for employment, student or applicant for admission because of race, color, religion, sex, age, marital status, veteran status, handicap, disability, national origin, sexual orientation, genetic predisposition, or carrier status. Each Party shall promptly notify the other Parties of any complaint of discrimination made to it by any person in connection with the subject matter of this Agreement.

C. Student Records- All information about students obtained from any of the Parties shall be held confidential pursuant to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C.A.1232g) ("FERPA").

D. Independent Contractors- The Parties intend to create an independent contractor relationship. No provision of this Agreement, nor any action taken by or arrangement entered between or among the Parties in accordance with the provisions hereof, shall be construed as or deemed to make any Party the partner, joint venture, principal, agent or employee of another Party. No director, trustee, officer, partner, employee, agent, affiliate or contractor of any Party shall be deemed to be an employee, agent or contractor of another Party. No Party shall have any right, power, or authority, express or implied, to bind another Party to any individual or organization that is not a Party to this Agreement.

E. Expenses- Except as otherwise expressly provided in this Agreement, each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the activities contemplated herein.

F. Assignment- The provisions of this Agreement shall bind and inure to the successors and assigns of the respective Parties. No Party may assign its rights or obligations herein without the prior written consent of the other Parties.

G. No Third-Party Beneficiaries- This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

H. Notices- All notices to any Party required or desired to be given hereunder shall be in writing and shall be sent by hand delivery or overnight courier to the address set forth below or such other address as such Party may hereafter specify for that purpose by notice to the other Parties. Any notice shall be deemed to have been given on the date of its actual receipt.

Memorandum of Understanding is executed and effective upon the date of May 30, 2023.

Webb County


Tano E. Tijerina
Webb County Judge


5-30-23

Date:

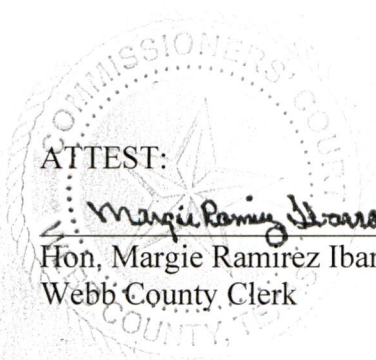
Laredo Independent School District


Rogelio Garcia, *Executive Director for CCMR,
Advanced Academics & Schools of Innovation*

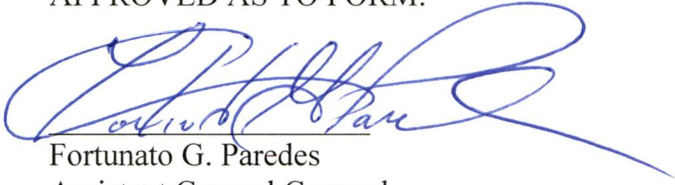

5-30-23

Date:

ATTEST:

A circular seal for Webb County Commissioners, featuring a star in the center and the words "COMMISSIONERS COUNTY" around the perimeter.
Margie Ramirez Ibarra R.L.
Hon, Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

A large, stylized blue ink signature of Fortunato G. Paredes.

Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).

Exhibit "A"

**THIS IS A RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, WAIVER OF INSURANCE CLAIM, AND
INDEMNITY AGREEMENT**

**Event: Summer Internship Program "Event"; Date of Event: May 30TH through June 30, 2023
Location of Event: Webb County Departments**

IN CONSIDERATION of being permitted to participate in any way in the EVENT EACH OF THE UNDERSIGNED for him/her personal representative, heir, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE WEBB COUNTY, its commissioners court, elected officials, officers, agents, and employees (hereinafter referred to as "Releasees" or "Releasee") FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMAND THEREFORE ON ACCOUNT OF INJURY TO PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED OR OTHERWISE BY PARTICIPATING IN THE EVENT, AS A LAREDO INDEPENDENT SCHOOL DISTRICT STUDENT ASSIGNED TO INTERN IN A WEBB COUNTY DEPARTMENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE BY PARTICIPATING IN THE EVENT WHERE YOU ASSUME ALL RISKS WHETHER KNOWN OR UNKNOWN.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(s) whether caused by the NEGLIGENCE OF RELEASEE or otherwise.
3. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES ("INTERNSHIP WORK") OF THE EVENT MAY BE DANGEROUS and involve risks including but not limited to serious illness, injury and/or death and/or property damage and he/she ASSUMES FULL RESPONSIBILITY FOR ANY RISK WHATSOEVER INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of related to the Event(s) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. HEREBY agrees that should an accident or injury occur to the undersigned the undersigned AGREES NOT TO FILE ANY LIABILITY INSURANCE CLAIM WITH RELEASEE' INSURANCE CARRIER. The undersigned further agrees that the undersigned's assignees, heirs, distributees, parents/ guardians, next of kin, and legal representative shall not make a claim against, sue, or attach the property of any Releasee(s) in connection with any matters covered by the foregoing release.
5. HEREBY AGREES AND UNDERSTAND that should any portion of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF INSURANCE

LIABILITY CLAIM, AND INDEMNITY AGREEMENT be determined to be legally invalid or unenforceable for any reason, only such part or portion shall be severed and removed from the Agreement. The remaining provisions and all portion of this Agreement that have not been ruled invalid or unenforceable shall independently survive and remain in full force and effect, with only the invalid or unenforceable part or portion of this Agreement to be deemed stricken, unenforceable and severed from this Agreement.

6. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, WAIVER OF INSURANCE CLAIM, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTANDS THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: _____ DATE: _____

PRINT NAME: _____ DATE OF BIRTH: (MM/DD/YY) _____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of _____, the individual who signed the foregoing Release ("Minor") and that I have received, read, and understood the foregoing Release and Waiver. I fully consent to and voluntarily authorize the Minor to execute and Release and Waiver (or, if applicable, have voluntarily executed said Release and Waiver on Minor's behalf). I acknowledge and agree that all representations, consents, agreement, grants, waivers, authorizations, indemnifications and releases shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

SIGNED: _____ DATE: _____

PRINT NAME: _____ RELATIONSHIP TO MINOR: _____