

STATE OF TEXAS

COUNTY OF VAL VERDE

**§ MEMORANDUM OF UNDERSTANDING
§ BETWEEN THE SAN FELIPE DEL RIO
§ CONSOLIDATED INDEPENDENT SCHOOL
§ DISTRICT AND VAL VERDE REGIONAL
§ MEDICAL CENTER**

This Memorandum of Understanding ("MOU" or "Agreement") is hereby made and entered into by and between the SAN FELIPE DEL RIO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ("SFDCISDCISD"), a political subdivision of the State of Texas, acting by and through its Superintendent, and Val Verde Regional Medical Center ("VVRMC"), acting by and through Linda Walker, its Facility Administrator. SFDCISDCISD and VVRMC are herein collectively referred to as the "Parties."

WITNESSETH

WHEREAS, it is the mission of SFDCISDCISD to ensure quality public education to citizens of Del Rio and the Del Rio metropolitan area; and

WHEREAS, San Felipe Del Rio CISD; and

WHEREAS, Val Verde Regional Medical Center Rural Health Clinics and Val Verde Regional Medical Center

WHEREAS, for the above stated reasons, the Parties desire to treat each other differently than they would private individuals and entities; and

NOW, THEREFORE, the Parties hereto, severally and collectively agree, and by execution hereof, are bound to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

ARTICLE I.
PURPOSES

1.01 This Agreement is entered into between the SFDCISDCISD and VVRMC, for the purpose of providing Pathways in Technology Early College High School (P-TECH) students work-based learning and mentorship opportunities through training in administrative and clinical skills while in the workplace. The agreement will assist the students in obtaining additional exposure to the job opportunities available in Radiological Services and Nursing Services.

1.02 It is understood and agreed by the Parties that this Agreement is for Voluntary Nonpaid Work-Based/Rotation Training.

1.03 It is understood and agreed by the Parties that students are not entitled to wages for time spent at VVRMC; all training is for the benefit of the students; students do not displace regular employees of VVRMC; and students are not necessarily entitled to a job at the conclusion of the training period.

ARTICLE II

TERM

2.01 Except as may otherwise be provided in this Agreement, the term hereof is to begin on August 19, 2019, the first class day of the 2019-2020 school year, and shall continue until May 29, 2020, which is the last instructional day of the 2019-2020 school year. This Agreement shall automatically renew for successive one-year terms unless terminated in accordance with provisions of this Agreement.

2.02 This Agreement shall terminate in the event either SFDRICSD or VVRMC **fails to comply with their respective duties and responsibilities outlined in Exhibits B or C (attached)**. Notwithstanding any other provision herein, SFDRICSD may terminate its participation in this Agreement, with or without cause, upon thirty-day written notice. Notwithstanding any other provision herein, VVRMC may terminate its participation in this Agreement, with or without cause, upon written notice with such termination not effective until all then enrolled students in the program have had the opportunity to complete all phases of their training hours for the spring school semester.

ARTICLE III,

LIAISONS AND NOTICES

3.01 Unless written notification to the contrary is provided by SFDRICSD, the Superintendent, or his/her designee(s), Mrs. Aida Gomez and Roger Gonzalez, shall be responsible for the management of the Agreement.

3.02 Unless written notification to the contrary is provided by Linda Walker or VVRMC current Facility Administrator, or VVRMC's designee responsible for management of this Agreement.

3.03 Communications between SFDRICSD and VVRMC shall be directed to the designated representatives of the Parties, as set out in paragraphs 3.01 and 3.02 hereof.

3.04 For purposes of the Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth on Exhibit "A" attached hereto and incorporated herein for all purposes. Any notice given by mail shall be deemed received upon the earlier of the third business day following mailing, or the date of acceptance by the recipient shown upon the receipt. If personally delivered, it shall be deemed received upon delivery.

3.05 Notice of change of address by the Parties must be made in writing and delivered to the last known address of the other party within five (5) business days of such change.

ARTICLE IV.

LEGAL AUTHORITY

4.01 The Parties represent, warrant, assure, and guarantee that they have been authorized and possess the legal authority, pursuant to any proper, appropriate, and official e.g., motion, resolution, ordinance, or action passed or taken, to enter into this Agreement, upon behalf of the party for whom they are signing, and to perform the responsibilities herein set out.

ARTICLE V.
RIGHTS AND OBLIGATIONS OF THE PARTIES

5.01 SFDRICISD's additional responsibilities under the Agreement are described in Exhibit "B" attached hereto and incorporated by reference for all purposes.

5.02 VVRMC's additional responsibilities under the Agreement are described in Exhibit "C" attached hereto and incorporated by reference for all purposes.

5.03 Any and all information, including personally identifiable information concerning (P-TECH) students may be confidential in accordance with the Family Educational Rights and Privacy Act ("FERPA") and state law. The release of certain information between parties to this Agreement does not serve to waive or affect the confidentiality of the information for purposes of state or federal law or waive the right to assert exceptions to required disclosure of the information in the future. Said information will not be disclosed outside the parties to this Agreement or used for purposes other than the purpose for which it was received under this Agreement. Any such information will be marked "CONFIDENTIAL" and kept in a secure place by VVRMC.

ARTICLE VI.
CHANGES AND AMENDMENTS

6.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment formally approved by the governing body of the Parties.

6.02 It is understood and agreed by the Parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement, and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

ARTICLE VII.
ASSIGNMENTS

7.01 Neither party hereto shall transfer, pledge, or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder. This Agreement is not assignable in any respect. Any attempt at transfer, pledge, or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

ARTICLE VIII.
SEVERABILITY OF PROVISIONS

8.01 If any section, clause or provision, or part hereof, of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, then and in that event, it is the intention of the Parties hereto that such invalidity, illegality, or unenforceability shall not affect any other section, clause or provision, or part hereof, and the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable section, clause or provision was never contained herein.

ARTICLE IX.
ENTIRE AGREEMENT

9.01 This Agreement constitutes the final and entire agreement between the Parties hereto, and contains all of the terms and conditions agreed upon. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous with the execution hereof, regarding the subject matter of this Agreement.

ARTICLE X.
PARTIES BOUND

10.01 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns, except as otherwise expressly provided herein.

ARTICLE XI.
GENDER

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

ARTICLE XII.
RELATIONSHIP OF PARTIES

12.01 Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or other similar such relationship between them.

ARTICLE XIII
TEXAS LAW TO APPLY

13.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created herein are performable in Val Verde County, Texas. If litigation is commenced in relation to this Agreement, then the Court of appropriate venue shall be the District Court of the State of Texas, in and for Val Verde County. In the event of litigation arising out of this Agreement between the Parties as a result of alleged breach of the Agreement by either of the Parties, then, in addition to whatever other relief may be granted, the prevailing party shall be entitled to such sum for attorneys' fees and costs as may be determined to be appropriate by the Court hearing the matter.

ARTICLE XIV.
REVIEW BY COUNSEL

14.01 The Parties hereto have each had the opportunity to have this Agreement reviewed by counsel of their choice and the rules of interpretation against the drafter shall not apply.

EXHIBIT "B"
SFDRCSID RESPONSILITIES

1st year

- Assist in assigning a student to each mentor employee
- Coordinate availability for guest speakers in various classrooms

2nd year

- Coordinate with industry partner a hospital tour for students to view staff in their work environment
- To provide students with official CPR certification requirements before entering the clinical program.

3rd year

- Provide HIPAA training to all students in the program.
- Ensure that students follow school and facility dress behavior code.
- Develop a training schedule in coordination with VVRMC facilities training availability.

4th year

- Provide liability insurance on each training student.
- To ensure students have a TB skin test performed before attending clinical program.
- To ensure students have appropriate vaccinations performed before attending clinical program.
- Immediately remove student from program should they violate established rules or regulations of facility.

EXHIBIT "C"

VAL VERDE REGIONAL MEDICAL CENTER RESPONSIBILITIES

1st year

- Assign an employee to serve as a mentor for each student.
- Allow employees to serve as guest speakers in various classrooms

2nd year

- Provide a hospital tour for students to view staff in their work environment

3rd year

- Coordinate with the high school designees a training schedule for all students enrolled.
- Provide an orientation reviewing its policies, procedures and expectations while conducting their rotations.

4th year

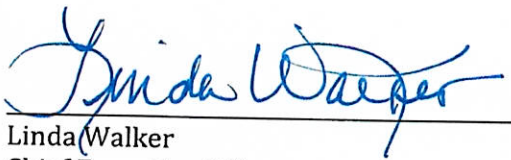
- Provide its facility as a training site to conduct the administrative and clinical externships
- Inform the institution of any condition that may adversely affect the successful completion of the training program.
- Terminate and inform the institution of any student that does not adhere to the facilities established rules, regulations or does not conduct himself in a professional manner.
- Comply with all state and federal laws, including, but not limited to, fair labor standards and workplace health and safety;
- Comply with all recognized industry standards.
- Enter into a written agreement, attached as Exhibit "D" with each student participating in training, outlining a specific, organized, occupational training plan embodying the terms and conditions of participation.

ARTICLE XV.
CAPTIONS

15.01 The captions contained in the Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

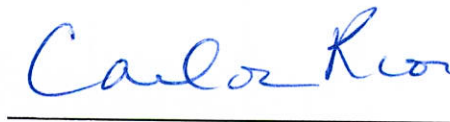
EXECUTED in duplicate originals on this the _____ day of _____, _____;

**VAL VERDE REGIONAL
MEDICAL CENTER**



Linda Walker
Chief Executive Officer

**SAN FELIPE DEL RIO CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**



Carlos H. Rios, Ed.D.
Superintendent of Schools

ATTEST:

ATTEST:

Name, Title

Name, Title

ATTACHMENTS

EXHIBIT "A" -	ADDRESSES OF THE PARTIES
EXHIBIT "B" -	SFDRICSD RESPONSIBILITIES
EXHIBIT "C" -	VVRMC RESPONSIBILITIES

EXHIBIT "A"

Addresses of the Parties

San Felipe Del Rio Consolidated Independent School District

ATTN: Dr. Carlos Rios, Superintendent

P.O. Drawer 428002

Del Rio, Texas 78842-8002

Val Verde Regional Medical Center

ATTN: Linda Walker, Chief Executive Officer

801 N. Bedell St.

Del Rio, Texas 78840