

# Memorandum of Understanding

Workforce Solutions of the Coastal Bend and (Insert ISD) for the WFSCB Career & Education Outreach Program

This agreement is made and entered into between Independent School District ("DISTRICT") and Workforce Solutions of the Coastal Bend ("WFSCB").

Whereas the parties intend by this agreement to set forth the terms and conditions of the WFSCB Career & Education Outreach Program ("PROGRAM") in the DISTRICT in order to provide career guidance and information to assigned public middle school and high school students, especially regarding High Growth/ High Demand Occupations. The PROGRAM educates and engages students in employability skills, career awareness, career counseling, and exposes students to career exploration resources that assist in career development and career decision-making. Career awareness activities include providing information on a variety of careers and occupations available, the skills and education requirements for those skills and occupations, working conditions and training prerequisites, and job opportunities across a wide range of industry sectors. The PROGRAM also promotes opportunities such as dual credit, industry-based certifications, internships, and post-secondary enrollment which enhances a student's career pathway.

Therefore, in consideration of the foregoing and the mutual promises set forth herein, WFSCB and the DISTRICT agree as follows:

### I. RESPONSIBILITIES OF WFSCB

a. WFSCB, after consultation with appropriate representatives of the DISTRICT, will provide an outline of work and objectives for the PROGRAM.

b. WFSCB will provide qualified, trained Career & Education Outreach Specialist to collaborate with the DISTRICT on designated campuses with students, counselors, teachers, and administrators.

c. WFSCB staff will be available to assist in classroom presentations, teacher professional development or one-onone meetings with students who need career guidance.

d. WFSCB staff will engage in opportunities to establish partnerships and connect with industry and post-secondary training providers, especially those leading into High Growth / High Demand Occupation areas for the DISTRICT.

COASTAL BEND CAREER CENTERS FALFURRIAS **KINGSVILLE** ALICE BEEVILLE SINTON **STAPLES** SUNRISE A proud partner of the American **Job**Center network workforcesolutionscb.org O) IMPORTANT NOTICE TO CUSTOMERS This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce system services. Language services, including the interpretation/translation of this document, are available free of charge upon request. Equal Opportunity Employer/Program liary aids and services are available upon request to individuals with disabilities. Esta documento contiene información importante sobre los requisitos, los derechos, las determinaciones y las responsabilidades del acceso a los servicios del sistema de la fuerza laboral. Hay disponibles servicios de idioma, incluida la interpretación y la traducción de documentos, sin ningún costo y a solicitud. Relay Texas : 1.800.735.2989 (TDD) and 1.800.735.2988 or 7-1-1(Voice).

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(Insert ISD)



e. WFSCB will establish strong working relationships with employers and invite them to connect to the classroom through classroom presentations or encourage them to offer industry tours, job shadowing opportunities, internship/apprenticeship opportunities, etc. at their place of business.

f. WFSCB will serve as a primary resource to the DISTRICT for essential skills assessment and labor market information to include High Growth/High Demand Occupations at the county, region, and state levels.

g. WFSCB staff will support and participate in activities such as job fairs, career days and professional development for campus staff.

h. WFSCB will provide a schedule of days, times and campuses that are being served to the DISTRICT and campus administrators.

i. WFSCB will ensure that its staff follows all DISTRICT policies regarding dress codes and campus policies.

### **II. RESPONSIBILITIES OF DISTRICT**

a. The DISTRICT will provide office space for one Specialist, while the Career & Education Outreach Specialist is working with the DISTRICT.

b. The DISTRICT will provide the appropriate credentials providing access to facilities.

c. The DISTRICT will provide access to students and staff to help communicate the benefits of the program and the ability to engage students.

d. The DISTRICT reserves the right, exercisable in its discretion after consultation with WFSCB to exclude any staff from its campuses in the event that such staff's conduct is deemed objectionable or detrimental to the proper administration of the DISTRICT, subject to the non-discrimination clause of this agreement.

e. The District will keep WFSCB informed of any policy changes which may affect the PROGRAM or its staff.

f. The DISTRICT agrees to provide reasonable cooperation to help ensure the success of the PROGRAM.

g. The DISTRICT will provide a point of contact for all campuses with whom the Career & Education Outreach Specialist shall be working.

h. The DISTRICT agrees that a teacher or substitute teacher will be in the classroom while the Career & Education Specialist is delivering resource information to student(s) in the classroom or event setting.

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## **III. CONTACTS**

a. The DISTRICT AND WFSCB shall designate a person to act as liaison for the PROGRAM and are as follows:

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DISTRICT	

First and Last Name

Address

Job Title

City, State and Zip Code

Phone Number

Email

WFSCB: Luis Rodriguez Career & Education Outreach Specialist 400 Mann Street, Suite 800 Corpus Christi, Texas 78401 361-500-8556 Luis.Rodriguez@workforcesolutionscb.org

# **IV. TERMS AND TERMINATION**

a. This agreement is for a term of two (2) years beginning on September 27, 2021, through September 27, 2023, and may be renewed by mutual consent of the parties for additional terms of two (2) years indefinitely.

b. This agreement may be terminated for any reason by either party upon thirty (30) days written notice. Further, in the event of any breach, violation of law or regulations, or the occurrence or existence of any condition, practice, procedures, action, inaction or omission of, by or involving WFSCB staff which in the reasonable opinion of the DISTRICT constitutes either a threat to the health, safety and welfare of any student or DISTRICT employee, or a violation of any law, regulation, requirement, license, eligibility, or material agreement governing the DISTRICT'S operations, then the DISTRICT shall have the right to summarily and immediately terminate this Agreement upon written notice to WFSCB delivered to the address set forth herein.

c. Notice of termination to WFSCB shall be directed to:

Workforce Solutions of the Coastal Bend 400 Mann Street, Suite 800 Corpus Christi, Texas 78401





## **V. LIABILITY**

a. WFSCB agrees to indemnify, defend, and hold the DISTRICT, its agents, officers, members, employees, and volunteers harmless for, from and against any and all claims, damages, losses, causes of action, and demands, or other liability including, without limitation, reasonable attorney's fees and costs, arising from negligence and/or misconduct of WFSCB in the performance of this Agreement, except where caused by the sole negligence or willful misconduct of the DISTRICT.

b. WFSCB agrees to be responsible for any and all claims and liability for injury to persons or property arising out of or caused by the negligence of its agents, employees, or officers in the performance of the duties and obligations contemplated in this agreement.

c. The WFSCB shall provide its usual Worker's Compensation Insurance or covering employees of WFSCB. Said insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice to the DISTRICT.

#### **VI. NON-DISCRIMINATION**

Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. Neither party shall discriminate against any student in the program on the basis of race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference or disability.

#### VII. CONSIDERATION

a. Under the terms of this agreement, neither party is obligated to make payments of any kind to either party.

b. Services rendered by WFSCB covered under this Agreement are considered to be educational in nature, and therefore, no monetary compensation shall be paid to WFSCB staff by the DISTRICT. Nothing in the execution or performance of this Agreement shall be construed to establish an employee-employer, an agency, a partnership or a joint venture relationship among the WFSCB and the DISTRICT.

#### **VIII. GOVERNING LAW**

This agreement shall be governed and construed under the laws of the State of Texas.





# **XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any, and all prior understandings and agreements, oral or written, relating thereto. Any amendment hereof must be made in writing and agreed to by all parties.

IN WITNESS THEREOF, the authorized representatives of the parties hereto have executed this agreement.

# WORKFORCE SOLUTIONS OF THE COASTAL BEND

Signature:	Date:				
Amy Villarreal, Chief Operating Officer					
Insert ISD:					
Signature:	Deter				
5	— Date:				
Print Name and Title:					

COASTAL BEND CAREER CENTERS FALFURRIAS KINGSVILLE ALICE BEEVILLE SINTON **STAPLES** SUNRISE A proud partner of the American JobCenter network A 
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