

# MEMORANDUM OF UNDERSTANDING

between the

**CANUTILLO INDEPENDENT SCHOOL DISTRICT**

And

**INSIGHTS –EL PASO SCIENCE CENTER**

The following Memorandum of Understanding (MOU) sets forth the terms of agreement between the **Canutillo Independent School District** hereinafter referred to as the “**CISD**” and the **Insights—El Paso Science Center** (“**Insights**”) with regard CISD’s Partner in Education Program. This MOU outlines the responsibilities and commitments of the above-referenced parties, hereinafter sometimes referred to as “**Agreeing Parties**”, to support the program and, more specifically, the development of STEM initiatives during the term of this agreement.

## **I. Purpose of Agreement**

It is the purpose of this Agreement to establish a working relationship between the parties to work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of providing an opportunity for Insights employees to serve as positive role models and mentor students with STEM projects, research and extracurricular activities.

The program will join community and public education together to ensure success and a sense of commitment to participating students, faculty and staff. Efforts of this program are intended to improve opportunities for the development of CISD students in STEM fields and will play a significant role in providing leadership and communication within public education.

## **II. Duration of Agreement**

The term of this Agreement shall be from March 31, 2017 through March 31, 2019. All renewals are at the discretion of the involved parties and must be in writing and signed by both parties. This agreement is in effect until the agreement is otherwise terminated or modified pursuant to the provisions contained herein.

## **III. General Provisions**

It is understood by the parties that each shall fulfill its responsibilities under this Agreement in accordance with the provisions of laws and regulations governing their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this agreement consistent with such party’s statutory and regulatory mandates, the affected party shall immediately provide written

notice to the other to establish a date for mutual resolution of the conflict and/or termination of this Agreement.

#### **IV. Responsibilities of the Parties under the Agreement**

**Canutillo ISD shall:**

- Identify students for participation in the program;
- Organize and coordinate all student participation in communication with Insights' designated liaison;
- Identify and coordinate campus level participation;
- Include Insights in STEM related events and programs on CISD campuses;
- Acknowledge Insights involvement and participation in program activities;

**Insights shall:**

- ~~Provide access to the Insights premises during the business hours of 8:00 am to 5:00 pm Monday through Friday, or as otherwise scheduled within the program;~~
- Provide opportunities, to be coordinated with CISD, for participating students and teachers to engage in job shadowing;
- Provide opportunities, to be coordinated with CISD, for participating students to engage in internships;
- Provide positive role models and mentor opportunities for participating students and assist with STEM projects, research and extracurricular activities;
- Maintain and designate a liaison to coordinate the program with CISD.

The Parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States

#### **V. Modification and Termination**

This Agreement may be amended at any time in writing by mutual consent of all parties. The Agreement may be canceled by either party upon 30 (30) days' written notice to the other party except where the cancellation is for cause (i.e., a material and significant breach of any of the provisions of this Agreement). If cancellation is for cause, it may be canceled upon delivery of written notice to the other party.

#### **VI. Contact Representatives**

Each party shall appoint a contact person to serve as the agency's point of contact who will communicate, as needed, to ensure the success of the joint venture. The following are the individuals designated as representatives for each agency.

*For MOU issues/concerns:* Contact: Teresa Clapsaddle or Christopher Judge  
6675 South Desert Blvd  
El Paso, Texas 79932  
915-877-7801

Canutillo ISD

Teresa Clapsaddle

**Name**

915-877-7801

**Phone**

6675 South Desert Blvd  
El Paso, Texas 79932  
915-877-7801

**Mailing Address**

Email: [tclapsaddle@canutillo-isd.org](mailto:tclapsaddle@canutillo-isd.org)

Insights

Ellen Esposito

**Name**

915-534-0000

**Phone**

521 Tays St,  
El Paso, TX 79901

**Mailing Address**

Email: [edesposito@utep.edu](mailto:edesposito@utep.edu)

## **VII. Miscellaneous**

This Agreement does not create a joint venture, business partnership, agency, franchise, or employment relationship, under Texas law. Nothing in this Agreement is intended to nor shall it operate to confer any third party beneficiary rights in favor of any person or entity.

This agreement shall be construed and enforced in accordance with the laws of the United States of America and the State of Texas.

## **VIII. Authorized Signatures**

It is expressly acknowledged by the Parties hereto that this Agreement is not intended to grant control or right of control over any of the party's professional judgment or actions outside of this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship or to allow any party to this Agreement the right to exercise control or direction over the manner or method by which the other party provides the services that are not made part of this Agreement.

**Insights—El Paso Science Center**

E Esposto      5/20/17  
Signature of Business Representative/      Date  
Board President

**Canutillo Independent School District**

P. Galaviz      \_\_\_\_\_  
Dr. Pedro Galaviz      Date  
Signature Superintendent of Schools

**Canutillo High School**

J. Capaldi      5-3-17  
Signature of Principal      Date