



# Ysleta Independent School District

Christine Gerlach  
Director, Purchasing Services  
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September 12, 2013

Dr. Ricardo Maestas, President  
Sul Ross State University  
BAB 200 Box C-1144  
Alpine, Texas 79832

Dear Dr. Maestas:

Attached you will find YISD Contract No. 20140205 which represents an agreement between Ysleta Independent School District and your organization. It has been signed and I am returning an original for your records.

If you have questions regarding this matter please feel free to call me at (915) 434-0301.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Monica Ramos".

Monica Ramos  
Contract Clerk IV

enclosures

***Ysleta ISD Vision Statement:***

*All students who enroll in our schools will graduate from high school, fluent in two or more languages, prepared and inspired to continue their education in a four year college, university or institution of higher education so that they can become successful citizens in their community.*

**Ysleta ISD/Sul Ross State University  
Higher Education Cooperative Initiative**

**Memorandum of Understanding**

This Memorandum of Understanding between Ysleta Independent School District (Ysleta ISD) and Sul Ross State University (SRSU) is designed to foster a mutually beneficial higher education program for employees and guests of the YISD by faculty and staff of SRSU. Ysleta ISD faculty will benefit from this agreement because the difficulty and cost of travel to SRSU in Alpine, Texas will be greatly reduced. Sul Ross State University will benefit from this agreement by the potential increase in university enrollment. No financial obligations are assumed under this agreement, except as may be expressly stated herein.

Ysleta ISD and SRSU have reached an agreement on the following areas of cooperation, subject to mutual consent and the availability of sufficient resources:

Academic programs to be offered by SRSU

Use of facilities owned or operated by YISD

Enrollment

Use of YISD videoconference network equipment

Each institution will designate an individual to coordinate this program and all endeavors that may derive from it. For this cooperative initiative SRSU designates Dr. Rebecca Schlosser, Associate Professor, Education Department, and Ysleta ISD designates Dr. Martha M. Dominguez, Director-Secondary Personnel, Division of Human Resources.

The term of this Memorandum of Understanding will commence on August 1, 2013. This agreement shall be in effect for five years, at which time it shall be reviewed for possible modification, cancellation or extension. Either party may cancel the agreement at any time by written notification signed by the designated official with a minimum of 120 day notice. Both parties agree that any modification or cancellation must not affect students enrolled in classes at the time of the modification or cancellation.

**Academic Programs**

1. Sul Ross State University agrees to offer courses toward the Master of Education Degree and certification programs at the facilities provided by Ysleta ISD using a combination of video teleconferencing, web enhanced and web delivered classes. Degree programs may be offered in School Counseling, Reading Specialist, Educational Diagnostician, and Educational Administration. Certification programs would be offered for Master Reading Teacher, School Counselor, Principal, Superintendent, and Educational Diagnostician.

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2. Both parties understand that class will be held on Saturdays and Sunday mornings. Both parties understand that the specific class dates will be determined by SRSU with approval of the Ysleta ISD and will generally follow the official university calendar.

### **Enrollment**

3. Ysleta ISD understands that it may be financially impractical for SRSU to offer a class unless the enrollment is at least five (5) students per class.
4. Sul Ross State University understands that the classroom sizes available will limit the number of students that may be enrolled in a class. The maximum class size of courses offered under this initiative in a facility provided by Ysleta ISD will be (30) students per class.
5. SRSU understands that Ysleta ISD employees and Ysleta nominated students will have first priority in enrollment. Ysleta ISD understands that SRSU will make remaining seats available for general enrollment up to the maximum class size permitted under this Memorandum of Understanding.

### **Facilities**

6. Ysleta ISD will designate two videoconference ready classrooms for use in the program at Eastwood Middle School. SRSU understands that Ysleta ISD may designate a change in one or both classrooms without a modification to this MOU. Ysleta ISD understands that any classroom change during a school semester would create difficulties and will strive to make the designated classrooms continuously available or provide ample time to make efficient changes in locations.
7. Ysleta agrees to permit SRSU to place a file cabinet or storage locker in each designated classroom for exclusive use of SRSU faculty and staff to maintain classroom supplies, materials, and pertinent class files.

### **Videoconference Equipment**

8. Ysleta ISD will provide a location administrator (for scheduling), location facilities coordinator (for access, HVAC, lights, etc.) and location technical liaison (primary point of contact with SBC and SRSU technical staff), plus ready access to these persons for network scheduling, coordination, and maintenance. These personnel will be responsible for establishing and carrying out Ysleta ISD policy, providing Videoconference room scheduling and training and performing minor maintenance on the Videoconference system and related equipment, all at the expense of Ysleta ISD. SRSU will be responsible for paying a person designated by the Ysleta ISD for opening and closing the designated facilities at times when the facilities would normally not be open.

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9. Ysleta ISD will provide a minimum of one category 5 Ethernet connection from each classroom to the telecommunications equipment room.
10. Ysleta ISD will provide ready access to SRSU technical personnel with advanced notice at times when the facility would be locked to ensure SRSU personnel can inspect, maintain and troubleshoot equipment in order to minimize downtime for instruction.
11. Ysleta ISD will keep the equipment provided by SRSU secured and not relocate any equipment without prior written authorization from SRSU. However, Ysleta ISD will not be responsible or liable for loss or destruction of any equipment provided by SRSU and stored on Ysleta ISD property.
12. SRSU will provide a router and a wide area circuit to be located in the telecommunications room, a codec and TV monitor for each classroom and any peripherals required for instruction.
13. Ysleta ISD understands that the use of SRSU equipment for commercial purposes is not authorized.
14. If this Memorandum of Understanding is terminated for any reason, SRSU will have 20 days from the date of termination for the MOU to retrieve all equipment owned by SRSU.
15. To the extent permitted by the Constitution and laws of the State of Texas and of the United States of America, SRSU shall be responsible for any claims associated with SRSU's activities and use of Ysleta ISD facilities. SRSU shall be liable for any claims against SRSU, its employees or third persons associated with the use of Ysleta ISD facilities, and SRSU agrees to the extent allowed by the laws of the State of Texas, to hold Ysleta ISD harmless from any and all such claims. It is understood that SRSU shall not be liable for claims resulting from the actions of Ysleta ISD employees while they are acting as agents of Ysleta ISD. Notwithstanding any provision to the contrary in this MOU, the parties reserve constitutional, statutory, and common law rights, privileges, immunities, and defenses.
16. SRSU shall be responsible for SRSU equipment stored or located on Ysleta ISD's property. Ysleta ISD shall have no responsibility to provide insurance for SRSU property or equipment.
17. SRSU shall be responsible for all personnel costs associated with opening and closing facilities, custodial services and security services. SRSU shall consult with Ysleta ISD's campus Principal and shall be responsible for providing personnel and security as required by the campus Principal. All personnel provided for these services shall be approved by Ysleta ISD's campus Principal.

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Higher Education Cooperative Initiative**

In witness thereof, the parties hereto have executed this Memorandum of Understanding:

Ysleta Independent School District

Sul Ross State University

Patricia Torres McLean  
President, Board of Trustees

Ricardo Maestas  
President

Patricia Torres McLean  
Signature  
Date  
9/11/13

Ricardo Maestas 8-14-13  
Signature Date



# Ysleta Independent School District

9600 Sims Drive • El Paso, Texas 79925 • 915-434-0285

# THE DISTRICT

## AMENDMENT #1

July 16, 2020

Contract Amendment

To The

Ysleta Independent School District ("YISD")

and

Sul Ross State University ("SRSU")

Contract No. 20190088

It is the desire of the parties named above to amend the contract between them effected the 2nd day of February 2019.

### Amendment

All parties agree that effective of the date hereof, the Memorandum of Understanding Agreement ("MOU") shall be amended and modified as follows:

1. Term. The MOU term expired on May 31, 2020. Thereafter, the parties may extend this agreement, for successive cohort periods, by mutual written consent. Therefore, YISD and SRSU hereby agree to extend the MOU Term for eighteen (18) months. New expiration date will be December 1, 2021, on the terms and conditions otherwise set forth in the MOU.

**YSLETA INDEPENDENT SCHOOL  
DISTRICT**

**SUL ROSS STATE UNIVERSITY**

07/24/2020

Christine Gerlach  
Director of Purchasing

Date

Pete P. Gallego  
President

Date