

RESOLUTION 26-R-081

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT FOR THE SCHERTZ YOUNG LEADERS PROGRAM.

WHEREAS, the City of Schertz operates the Schertz Young Leaders Program for high school students; and

WHEREAS, the Schertz Young Leaders Program seeks to provide leadership development opportunities and community engagement experiences for participating students; and

WHEREAS, the Schertz-Cibolo-Universal City Independent School District (SCUC ISD) has participated in the city's Schertz Young Leaders Program since its inception in 2022; and

WHEREAS, the parties desire to define their respective roles and responsibilities regarding the Program; and

WHEREAS, the SCUC ISD Board of Trustees approved a Memorandum of Understanding at their regular meeting on July 9, 2026; and

WHEREAS, the City Council has determined that it is in the best interest of the City to participate in the Memorandum of Understanding with SCUC ISD regarding the Schertz Young Leaders Program.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute the Memorandum of Understanding, with SCUC ISD regarding the Schertz Young Leaders Program as set forth in the attached Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT SCHOOL DISTRICT
AND
CITY OF SCHERTZ PARKS & RECREATION DEPARTMENT
REGARDING THE SCHERTZ YOUNG LEADERS PROGRAM

This Memorandum of Understanding ("MOU") is entered into by and between the Schertz-Cibolo-Universal City Independent School District ("SCUC ISD" or "District") and the City of Schertz Parks, Recreation & Community Services Department ("City") to memorialize the relationship between the parties regarding student participation in the Schertz Young Leaders Program ("Program").

WHEREAS, the City of Schertz operates the Schertz Young Leaders Program for high school students; and

WHEREAS, the Program seeks to provide leadership development opportunities and community engagement experiences for participating students; and

WHEREAS, SCUC ISD supports opportunities that promote student leadership, civic engagement, and community involvement; and

WHEREAS, the parties desire to define their respective roles and responsibilities regarding the Program;

NOW, THEREFORE, the parties agree as follows:

A. Purpose

The purpose of this MOU is to support student participation in the Schertz Young Leaders Program while clearly defining the responsibilities of each party.

B. Responsibilities of SCUC ISD

- a. The District may promote awareness of the Program among eligible students and families.
- b. Subject to District policy, administrative procedures, and applicable law, the District may recognize participation in the Program as an approved extracurricular activity for attendance purposes.
- c. Participation by District students shall remain subject to all applicable District policies and student expectations.
- d. The District will provide staffing for supervision.

C. Responsibilities of the City

- a. The City shall be solely responsible for planning, administering, supervising, and operating the Program.
- b. The City shall be solely responsible for all Program content, curriculum, activities, presentations, speakers, leadership instruction, participant requirements, and Program operations.
- c. The City shall communicate Program requirements, schedules, and expectations directly to participating students and families.
- d. The City shall provide appropriate supervision of students during Program activities conducted by the City.

D. Program Content and Independence

- a. The parties acknowledge that the Schertz Young Leaders Program is developed and administered solely by the City of Schertz Parks, Recreation & Community Services Department.
- b. SCUC ISD does not develop, direct, supervise, control, approve, or evaluate Program curriculum, content, activities, presentations, speakers, instructional materials, or operational decisions.
- c. Participation in the Program shall not be construed as District endorsement of any specific Program content, viewpoints, activities, or presentations.

E. Liability

Each party shall remain responsible for its own acts, omissions, employees, and agents to the extent provided by Texas law.

Nothing in this MOU shall be construed as a waiver of any governmental immunity, defense, or limitation of liability available to either party under state or federal law.

F. Term and Termination

- a. This MOU shall become effective upon approval by both parties and shall remain in effect until terminated by either party.
- b. Either party may terminate this MOU upon thirty (30) days written notice to the other party.
- c. The parties may review and amend this MOU at any time by mutual written agreement.

G. General Provisions

- a. Nothing in this MOU shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the parties.
- b. Neither party shall have authority to bind or obligate the other party.
- c. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

AGREED TO this ____ day of _____, 2026.

SCHERTZ-CIBOLO-UNIVERSAL CITY ISD

Board President

Superintendent

CITY OF SCHERTZ

Authorized Representative

DRAFT