



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Action to enter into a Memorandum of Understanding with Webb County, through its Head Start Program, to designate various UISD campuses as "relocation campuses" where Head Start Children can be picked up by parents in case the Head Start Centers are closed due to an emergency

SUBMITTED BY: Fortunato Paredes **OF:** School Attorney

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: December 17, 2014

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees take Action to enter into a Memorandum of Understanding with Webb County, through its Head Start Program, to designate various UISD campuses as "relocation campuses" where Head Start Children can be picked up by parents in case the Head Start Centers are closed due to an emergency.

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED INDEPENDENT SCHOOL DISTRICT
AND
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM**

This Memorandum of Understanding (“MOU”) is made by and between the United Independent School District (“District”), a political subdivision of the State of Texas, acting through its Board of Trustees, and Webb County, Texas, acting through its Commissioners Court, on behalf of the Webb County Early Head Start/Head Start Program.

WHEREAS, the United Independent School District (“District”) maintains educational facilities throughout the City of Laredo and Webb County to meet the educational needs of its student population; and

WHEREAS, Webb County operates a federally funded Head Start Program to oversee the educational needs of pre-school age children; and

WHEREAS, the Webb County Head Start Program wishes to have access to District campus facilities to facilitate emergency pick-up of its student population in case of an emergency which results in the evacuation and closure of its Head Start centers.

NOW, THEREFORE, in contemplation of the relationship to be established between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

1. RESPONSIBILITIES OF THE DISTRICT:

- a. The District will make available District campuses as relocation centers for its Head Start Centers in case of an emergency which requires the Head Start Program to close its Head Start Centers. The following District Campuses are designated by the District as Relocation Centers:

Head Start Center	Relocation Campus	Alternative Relocation Campus
El Cenizo Head Start	UISD Kennedy-Zapata	None
Finley Head Start	UISD Finely Elementary	None
Floyd Head Start	UISD Newman Elementary	None
Larga Vista Head Start	UISD Zaffirini	None
Little Folks Head Start	UISD Lincoln-Juarez	None
Prada Head Start	UISD Prada Elementary	None
Roosevelt Head Start	UISD Roosevelt Elementary	UISD Los Obispos
Sierra Vista Early Head Start/Head Start	UISD Perez Elementary	None
Springfield Acres Head Start	UISD Amparo Gutierrez Elementary	None

- b. The District will only make available these campuses as Relocation Centers for the Head Start Program.

2. RESPONSIBILITIES OF WEBB COUNTY:

- a. In case of an Emergency which requires the evacuation of the El Cenizo, Finley, Floyd, Larga Vista, Little Folks, Prada, Roosevelt, Sierra Vista, and Springfield Acres Head Start Centers, Webb County, through the Head Start Director, will coordinate with the District’s

Superintendent's Office and Principal of the designated relocation campus, for the evacuation of its Head Start Population to the appropriate Relocation Campus.

- b. Webb County, through the Head Start Program, will be solely responsible for the evacuation and transportation of its Head Start Population to the appropriate District Relocation Center.
 - c. Webb County, through the Head Start Program, will be solely responsible for its Head Start population while on district campuses.
 - d. Webb County, through the Head Start Program, will be solely responsible for making sure that Head Start students are released to a responsible parent or caretaker.
3. **PARTIES RELATIONSHIP:** During the term of this Agreement, the District shall not be considered an employee, an agent, a partner, or a servant of Webb County. It is understood and agreed that Webb County retains the ultimate responsibility for the relocation of Head Start students to District designated campuses.
 4. **TERM:** The term of this Agreement shall be for the one (1) year from the effective date signed at the end of the document. This Agreement is automatically renewed for successive one (1) year periods from the end of the initial termination date. Notwithstanding, the term specified herein, this MOU may be terminated by either party as provided in the termination section of this Agreement. The contract is subject to annual review as required by both parties and external licensing entities.
 5. **TERMINATION:** This MOU may be terminated by mutual agreement of the parties; or by either party, without cause, upon thirty (30) days written notice to the other party.
 6. **MODIFICATION TO MOU:** This MOU contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party.
 7. **GOVERNING LAW:** Under the doctrine of governmental immunity, District cannot be held liable for the negligent performance of a governmental function. This immunity is not waived. District, therefore, may not provide a release of liability to another party. District cannot legally transfer another party's liability to itself by indemnifying the other party. Hence, in order to enter into a mutually agreement herein stated, it is understood and agreed that District and Webb County will be responsible for their respective negligent acts against them or their authorized agents/representatives for any expenses, costs or losses resulting from their respective negligence. It is understood and agreed that Webb County will maintain liability insurance coverage in amounts commensurate to protect the District if Head Start students are relocated to District educational campuses due to an emergency. It is further stipulated, agreed, and affirmed that the laws of the State of Texas shall control in the construction of this instrument. This MOU is made in Texas and shall be constructed, interpreted, and governed by the laws of such state. The parties consent to venue in Webb County, Texas for any action under this MOU.
 8. **NO WAIVER:** No waiver of breach of any provision of this MOU shall be constructed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this MOU shall be construed as a waiver of such breach.
 9. **AUTHORIZATION OF AGREEMENT:** Each party represents and warrants to the other party that the execution of this Agreement has been duly authorized and that this MOU constitutes a valid and enforceable obligation of such party according to its term.

10. SECTION HEADING: The heading of sections contained in this Agreement for convenience only and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

11. INDEMNITY: Webb County agrees to indemnify and hold harmless the United Independent School District from any damages or liabilities, thereof, where permitted by law, which District may incur or suffer as a result of any and all claims, demands, cost or judgments arising out of the Webb County's relocation of its Head Start Population and Staff to a District Relocation Campus.

IN WITNESS THEREOF, the District and Webb County have executed this MOU in multiple originals, to be effective as of _____, 2014

UNITED INDEPENDENT SCHOOL DISTRICT

WEBB COUNTY

Roberto J. Santos
UISD Superintendent

Honorable Danny Valdez
Webb County Judge

Date: _____

Date: _____

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney*

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients it may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).