



UNITED INDEPENDENT SCHOOL DISTRICT INFORMATIONAL ITEM

TOPIC: Memorandum of Understanding Between United ISD and CPLC (Chicanos Por La Causa)

SUBMITTED BY: Rebecca Coss-Morales **OF:** Federal & State Programs

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: October 12, 2021

INFORMATIONAL REPORT:

Due to the need to provide early childhood interventions for Migrant families, the collaborative partnership between UISD and CPLC will strengthen the provision of services to families and students. CPLC will provide Head Start services and make appropriate referrals for potential eligibility for Migrant program services for students and families.

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED INDEPENDENT SCHOOL DISTRICT
AND
CHICANOS POR LA CAUSA, INC.
EARLY CHILDHOOD DEVELOPMENT

This Memorandum of Understanding ("Agreement") is entered into as of August 1, 2021, by and between UNITED INDEPENDENT SCHOOL DISTRICT, a Texas school district (UISD), and CHICANOS POR LA CAUSA, INC., an Arizona non-profit corporation through its Early Child Development Program in Laredo, TX (CPLC ECD). This Agreement shall be effective August 1, 2021, to May 31, 2022.

I. PURPOSE STATEMENT

It is the intent of this MOU to have a collaborative and community partnership between UISD and CPLC ECD that will strengthen the provision of services to families and children through its Migrant Coordinator/Homeless Liaison Division.

- A. Making appropriate referrals to ECD-TX/NM program for potential eligible migrant/seasonal families
- B. Furnish allowable and pertinent information about ECD-TX/NM program and services available, eligibility requirements, and information regarding prospective eligible families
- C. Assign specific staff to coordinate referrals and services between agencies and maintain effective record keeping system on all families referred and served
- D. Maintain an active role in building strong communication, cooperation, and the sharing of information among agencies and community partners to enhance the delivery of community services
- E. Establish a community partnership agreement in accordance with 1302.53 of the Head Start Program Performance Standards

II. DISPUTE RESOLUTION

In the event that misunderstandings or differences of opinion occur with regard to policies and procedures necessary to accomplish these objectives, prior to

commencing litigation, the staff and appropriate supervisor from the respective agencies will meet to reach a solution. If a resolution is not reached through these means, the parties agree to arbitration to the extent that mandatory attribution is required by Texas law.

III. INDEMNIFICATION

Each Party agrees to indemnify and save harmless the other Party from and against all claims for damage to, or loss of use of, the other Party's property; and injury or death of any of the other Party's employees or agents, to the extent any such damage, injury or death is caused by any negligent act or omission to act of the indemnifying Party's employees or agents in connection with performance under this Agreement.

IV. TERMINATION

This Memorandum of Understanding and all rights and duties hereunder shall cease and terminate upon the first to occur of the following events:

- (a) mutual agreement to terminate by the Parties; or
- (b) the expiration of one (1) year from the effective date of this Agreement unless it is extended by mutual agreement of the Parties.

V. RELATIONSHIP OF PARTIES

This Memorandum of Understanding does not constitute, create or give effect to a partnership, joint venture, affiliation, formal business organization of any kind, or any agency between the Parties. The rights and obligations of the Parties shall be limited to those expressly set forth herein. No Party is the agent of any other Party and no Party may bind any other Party.

VI. NOTICES

All notices under this agreement shall be in writing and shall be given to each of the Parties by personal service or by certified or registered mail, return receipt requested at the address provided below for each Party:

United Independent School District (UISD)
ATTN: Norma Flores
201 Lindenwood

Laredo, TX 78045

Chicanos Por La Causa, Inc.
ECD MSHS
ATTN: Roberto Santa Cruz III
2701 Norton
Laredo, TX 78046

VII. NO ASSIGNMENT

This Memorandum may not be assigned or transferred by either party, without the written Agreement of the other party.

VIII. ENTIRE AGREEMENT, MODIFICATION AND WAIVER

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof and may not be modified or amended except by written Agreement executed by the parties hereto. No waiver, consent, modification, or change of any terms of this Agreement shall be binding unless the same is in writing and signed by both parties and all necessary approvals have been obtained. Such express waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose set forth in such signed writing.

[SIGNATURE PAGE TO FOLLOW]

United Independent School District (UISD)

By: David H. Gonzalez

Name: David H Gonzalez

Its: Superintendent,
United Independent School District, Laredo, TX

Date: _____

Chicanos Por La Causa, Inc.

By: _____

Name: Azalia Garcia

Its: Vice President, TX-NM MSHS Programs

Date: _____

By: _____

Name: Roberto Santa Cruz III

Its: Child Development Program Services Coordinator
TX MSHS

Date: _____

By: _____

Name: Andres Contreras

Its: EVP, Integrated Health, Social Services and Education

Date: _____