

**AGENDA ITEM**

**BOARD OF TRUSTEES  
AGENDA**

<input type="checkbox"/> Workshop	<input type="checkbox"/> Regular	<input type="checkbox"/> Special
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- (A)  Report Only  Recognition

**Presenter(s):**

**Briefly describe the subject of the report or recognition presentation.**

- (B)  Action Item

**Presenter(s): MR. SAMUEL MIJARES, SUPERINTENDENT OF SCHOOLS**

**Briefly describe the action required.**

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE A GROUND LEASE AGREEMENT BETWEEN CHICANOS POR LA CAUSA, AN ARIZONA NONPROFIT CORPORATION (CPLC) AND THE EAGLE PASS ISD.**

- (C) **Funding source: Identify the source of funds if any are required.**

- (D) **Clarification: Explain any question or issues that might be raised regarding this item.**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**Memorandum of Understanding**") is made and entered into this 14<sup>th</sup> day of November 2022, by and between Chicanos Por La Causa, Inc.'s Migrant Seasonal Head Start (**CPLCMSHS**) Program located at 687 FM 2030, Eagle Pass, Texas, 78852, and Sam Houston Elementary (**Community Partner**) located at 2781 FM 1021, Eagle Pass, Texas, 78852, in which the parties want to establish a Mutual Understanding to provide temporary shelter to CPLC MSHS Children, Families, and Staff in a time of crisis.

**Purpose.** The purpose of this Memorandum of Understanding is evacuation planning and emergency shelter: to ensure a well-coordinated event of transition in the case of a natural or environmental disaster that requires an evacuation from the center and to establish effective lines of communication, and prevent misunderstandings during a time of crisis.

**Responsibilities.** Each party will be responsible for providing the following to ensure safety for the community:

- Identify resources available for emergency disaster preparation.
- Share pertinent data that will facilitate the development, coordination, and follow-up use of this establishment as a temporary shelter during a disaster.
- Information will be issued among program-specific staff, and communications will be limited to contact persons for both facilities.
- The shelter will house all CPLCMSHS Children and Staff in the event of an emergency when evacuation orders are issued to move to an emergency shelter.
- The shelter will be open in the event of an emergency that requires the relocation of staff and children.
- The shelter will provide drinking water and bathroom facilities.

### **Community Partner**

- Community Partner will ensure all permits and licenses required are up-to-date.
- Community Partner will follow Head Start Required Standards of Conduct.
- Community Partner agrees to use only positive strategies to support a child's well-being and report any challenging behavior to staff.
- Community partners must not maltreat or endanger the health or safety of any children.



## MEMORANDUM OF UNDERSTANDING

- Community partner agrees to respect each child and family's unique identity and refrain from stereotyping on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.

### **CPLC MSHS (Emergency Response Plan)**

- Center Service Manager will notify the Regional Office Manager in the event of an evacuation.
- All staff must prepare children for a possible evacuation drill.
- Children's activities will stop immediately at the sound of the drill and proceed to the classroom door.
- When the alarm sounds, the Center staff will lead children quickly and orderly out of the facility to the designated area.
- Help co-workers, handicapped, and any visitors along the way.
- Center staff will check the bathroom, closets, and hallways to ensure all children have exited and are with designated staff.
- Begin rollcall immediately and notify the center service manager if anyone is missing.
- Staff will bring the attendance list folder, evacuation kit, and emergency forms.
- The Center Service Manager will complete the Fire/Emergency Drill Summary & login to the Fire & Safety Checklist at the end of each drill.
- In case of a fire, the Center Service Manager will call the Fire Department and local authorities.
- No one should reenter the building unless permitted by the Fire Department or appropriate authority.
- Arrange for food and water, and other supplies as needed.
- If there is little advanced warning notice, the center will be used as a shelter-in-place site.

**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.



## MEMORANDUM OF UNDERSTANDING

**Dispute Resolution.** In the event there is any dispute or controversy arising out of this agreement which cannot be settled by all Parties, the parties shall expressly consent to arbitration. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their controversy or dispute within 15 days after any written demand by one of the Parties for arbitration the controversy or dispute shall be arbitrated pursuant to the then existing rules and regulations of the American Arbitration Association governing commercial transactions. The decision of the arbitrator shall be binding upon the parties for all purposes, and judgment to enforce any such binding decision may be entered in the Superior Court, Maricopa County, Arizona (and for this purpose each party expressly and irrevocably consents to the jurisdiction of that court).

**Waiver.** No waiver by a Party of any of its rights or remedies shall be construed as a waiver by such Party of any other rights or remedies that such Party may have under this Memorandum of Understanding.

**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.

**Limitation of Liability.** No Party shall be liable to the other for any amount representing the loss of profits, loss of business, or indirect, special, consequential, or punitive damages to the other Parties for any cause relating to or arising out of this Memorandum of Understanding, whether such damages are alleged to have resulted from tort or otherwise, and even if a Party is aware of the potential for such damages. Nothing within this provision is intended to preclude the Parties from seeking redress, judicial or otherwise, in the event of breach of this Memorandum of Understanding.

**Relationship of the 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.



**CHICANOS POR LA CAUSA**

## MEMORANDUM OF UNDERSTANDING

**Warranty.** The Parties represent and warrant that each representative executing this Memorandum of Understanding has the authority and ability to enter into this Memorandum of Understanding and bind each Party and that no other obligations, contracts or assignments preclude its performance under this Memorandum of Understanding.

**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:

### **Community Partner Contact Information**

Sam Houston Elementary  
2781 FM 1021  
Eagle Pass, TX 78852

### **Chicanos Por La Causa, Inc. Contact Information**

CPLC MSHS Eagle Pass 1 Center  
Center Service Manager: Patricia R. Martinez  
687 FM 2030  
Eagle Pass, TX 78852

Copy to:  
Chicanos Por La Causa  
Attn: Legal  
1112 E. Buckeye Road  
Phoenix, AZ 85034  
contracts@cplc.org

**Governing Law.** This Memorandum of Understanding shall be construed in all respects in accordance with, and any dispute arising hereunder shall be governed by the substantive and procedural laws of the State of Arizona accept; however, that choice of law provisions shall not apply.



**CHICANOS POR LA CAUSA**

MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the Parties hereby have caused this Memorandum of Understanding to be duly executed on the day and year first above written.

**COMMUNITY PARTNER**  
**Sam Houston Elementary**

By \_\_\_\_\_  
Amalia Riojas

**CHICANOS POR LA CAUSA, INC.**

By \_\_\_\_\_  
Patricia R. Martinez  
CPLC MSHS Center Service Manager

By \_\_\_\_\_  
Andres Contreras  
EVP, Integrated Health, Social Services and Education\_



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