



Hidalgo County Head Start Program Policy Council Agenda

DATE: August 10, 2016

SUBJECT: Request to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Edinburg Consolidated Independent School District and the Mercedes Independent School District

RATIONALE/NEED: The memorandum of Understanding (MOU) is to collaborate with the Edinburg Consolidated Independent School District and the Mercedes Independent School District to deliver services to Head Start Children and families. This partnership includes services of early childhood state certified teachers to address school readiness.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandums of Understanding

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

EXECUTIVE DIRECTOR'S APPROVAL: Jeress Flores

**MOU WITH
EDINBURG CISD**

**Memorandum of Understanding Between
Edinburg Consolidated Independent School District and the
Hidalgo County Head Start Program
2016-2017**

Purpose:

This collaborative partnership establishes an agreement between Hidalgo County Head Start Program (HCHSP) and the Edinburg Consolidated Independent School District (ECISD) to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between ECISD and HCHSP are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. ECISD is a public education institution of the state of Texas. HCHSP and ECISD each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and ECISD Board of Trustees) established per applicable statutes and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors are informed of the various aspects and elements of this partnership agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire agreement between ECISD and HCHSP and may not be amended except by a written document signed by both entities.

Days and Hours of Operation for HCHSP Centers / ECISD Employee Workdays:

Days of operation for HCHSP Centers shall be one-hundred seventy seven (177) days, weekdays from 7:45 to 5:15 pm.

ECISD employee workdays shall be one-hundred eighty-seven (187) days, weekdays from 7:45 am to 3:45 pm.

Supervision for the extended day time span from 3:45 to 5:15 will be the obligation of the HCHSP Center personnel.

Center Sites:

The names and addresses of the HCHCP sites that will be serviced by ECISD:

- **Edinburg I Head Start Center**
225 South 25th St., Edinburg, Texas 78539
Three Classrooms 60 children
- **Edinburg II Head Start Center**
1200 North 1st, Edinburg, Texas 78539
Two Classrooms 34 children

- **Edinburg III Head Start Center**
3817 Veterans Blvd., Edinburg, Texas 78539
Three Classrooms 51 children
- **Edinburg IV Head Start Center**
3215 Richardson Rd., Edinburg, Texas 78539
Ten classrooms 200 children
- **Edinburg V Head Start Center**
3500 E. FM 2812, Edinburg, Texas 78539
Eight classrooms 160 children
- **UT-RGV**
Edinburg, Texas 78539
Two classrooms 34 children
- **San Carlos Head Start**
134 N. 86th, Edinburg, Texas 78539
Four classrooms 80 children

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing August 1, 2016 and ending July 31, 2017. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of July 2016, for a term or other terms as may be subsequently agreed to upon by both parties.

ECISD Responsibilities:

ECISD will provide appropriate educational and supportive services to ensure children and families are school ready. ECISD shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Heat Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description

Eligible children are 3 or 4 year olds as of September 1, 2016, will be dual-enrolled and served by ECISD and HCHSP. Collaboratively, the HCHSP children will receive 3 hours of instruction in cognitive development by a certified Early Childhood ECISD funded teacher in each classroom. The dual-enrolled 3 year old children as well as 4 year olds will be served at the seven (7) HCHSP centers in the Tri-City area.

Partnership Responsibilities

- A. ECISD will:
 - a. Designate a specific ECISD contact person to coordinate, support, and evaluate ECISD teachers.
 - b. Provide certified early childhood bilingual teachers to deliver 3 hours of instruction in cognitive development to participating HCHSP children.

- c. Coordinate efforts with HCHSP to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
- d. Permit HCHSP representatives to attend ARDs conducted by X ISD involving HCHSP children.
- e. Supplement health services, educational services, parental training and other services as required by the children and their families.
- f. Provide supplemental instructional resources as needed to implement a high quality comprehensive early childhood education program.
- g. Meet monthly or on a regular basis with HCHSP designated personnel to facilitate the instructional process and other services.
- h. Provide an overview of the collaboration with the participating Administrators.
- i. Finance the **ECISD** personnel at 100% of teacher salaries.

B. The **ECISD** Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development to the HCHSP children utilizing the State Adopted Curriculum (4 yr. olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 yr. olds).
- b. Attend and/or assist in delivery of collaborative Professional Development for ECISD and HCHSP as deemed appropriate.
- c. Support the HCHSP recruitment process.
- d. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
- e. Attend HCHSP collaboration meetings as deemed necessary during the school year.
- f. Complete and fulfill the required documentation for ECISD and HCHSP with the assistance of both Human Resource Departments
- g. Collaborate with the HCHSP teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and report on the ECISD Substitute-Employee Management System (SEMS).
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow ECISD requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.

C. **HCHSP** will:

- a. Coordinate efforts with ECISD to identify children with special needs and follow the ECISD referral process for identification and services.
- b. Identify personnel who will attend the ARDs conducted by ECISD.
- c. Assist with the distribution, completion, and submission of the required ECISD student enrollment documents within the first week of a child's enrollment.
- d. Coordinate with district staff to transition children to the Edinburg public schools at the end of each school year.
- e. Provide assistance with daily attendance reporting.
- f. Provide information concerning implementation of the integration of services as requested by designated district personnel.
- g. Provide a designated space to store instructional materials.
- h. Meet monthly or as needed with the designated ECISD personnel.

- i. Schedule a time for the HCHSP teacher and ECISD teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
- j. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- k. Finance program operations based on the HCHSP grant.
- l. Provide daily transportation for students on an as-needed basis.

D. Collaboratively **ECISD** and **HCHSP** will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.
- g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **ECISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Collaborate to ensure timely, complete and accurate attendance, PEIMS, and other demographic data
- j. Organize and develop an action plan to maintain and/or increase student enrollment and monitor student attendance
- k. Work together to meet attendance goal.
- l. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- m. Provide family services and parent engagement activities.
- n. Support all events which promote the partnership.
- o. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

General Conditions

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the agreement, **ECISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of ECISD and HCHSP, and may not be modified in any manner without the express written consent of all parties.

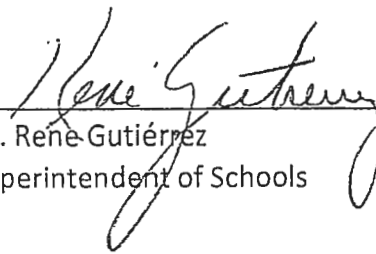
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, HCHSP will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless ECISD and their respective elected officials, employees, representatives and agents (collectively "ECISD Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "ECISD Claims") by any person or entity, arising out of, caused by, or resulting from HCHS's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of HCHSP, anyone directly employed by HCHSP or anyone for whose acts HCHSP may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any ECISD Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, ECISD will and does hereby agree to indemnify, protect, defend with counsel approved by HCHSP and Hidalgo County, and hold harmless HCHSP and Hidalgo County, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "HCHSP Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "HCHSP Claims") by any person or entity, arising out of, caused by, or resulting from ECISD's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of ECISD employees, anyone directly employed by the ECISD or anyone for whose acts the ECISD may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any HCHSP Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both ECISD and HCHSP to provide the children the best services available.



Dr. Rene Gutierrez
Superintendent of Schools

6/22/16

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

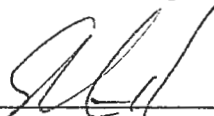
Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

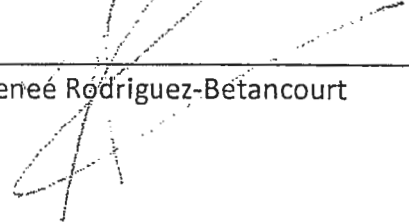
Approved As To Form:
Oxford & González, P.C.

By: 

Stephen L. Crain

By: _____
Ricardo González

Approved As To Form:

By: 

Renee Rodriguez-Betancourt

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

**MOU WITH
MERCEDES ISD**

**Memorandum of Understanding Between
Mercedes Independent School District and the
Hidalgo County Head Start Program
2016-2017**

Purpose

This collaborative partnership establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Mercedes Independent School District (Mercedes ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **Mercedes ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **Mercedes ISD** is a public education institution of the state of Texas. **HCHSP** and **Mercedes ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **Mercedes ISD** Board of Trustees) established per applicable statutes and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall ensure that their respective Board of Directors are informed of the various aspects and elements of this partnership agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **Mercedes ISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation

Days of operation shall not be less than one-hundred seventy-seven (177) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.

Designated Center Site

The names and addresses of the **HCHSP** site that will be serviced by **Mercedes ISD**:

Mercedes I Head Start Center
1100 W. Expressway 83
Mercedes, Texas 78570

Term

The Term of this Memorandum of Understanding is for one (1) year commencing August 1, 2016 and ending July 31, 2017. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August 2017, for a term or other terms as may be subsequently agreed to upon by both parties.

Mercedes ISD Responsibilities

Mercedes ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **Mercedes ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Heat Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description

Eligible children are 3 or 4 year olds as of September 1, 2016, will be dual-enrolled and served by **Mercedes ISD** and HCHSP. Collaboratively, the HCHSP children will receive 3 hours of instruction in cognitive development by a certified **Mercedes ISD** funded **School Readiness Integration (SRI) teacher** in the classrooms.

Partnership Responsibilities

A. Mercedes ISD agrees to:

- a. Assign a **Mercedes ISD** principal, instructional coach/s, and/or program specialist to the one (1) Head Start facility to provide supervision, oversight, support and evaluation of the **Mercedes ISD** teachers.
- b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive development to participating **HCHSP** children.
- c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
- d. Permit HCHSP representatives to attend ARDs conducted by **Mercedes ISD** involving **HCHSP** children.
- e. Supplement health services, educational services, parental training and other services as required by the children and their families.
- f. Assign special education teachers to provide services to children who are identified in need of special services through the **Mercedes ISD** Special Education Program.
- g. Arrange for a substitute when the **Mercedes ISD** SRI teacher is absent.
- h. Provide support staff to assist with various services to the children, parents, and teachers.
- i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
- j. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- k. Provide an overview of the collaboration with the participating Administrators.
- l. Finance the **Mercedes ISD** personnel and other resources.

B. The Mercedes ISD SRI Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development to the **HCHSP** children utilizing the State Adopted Curriculum (4 yr. olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 yr. olds).
- b. Attend and/or assist in delivery of collaborative Professional Development for **Mercedes ISD** and **HCHSP** as deemed appropriate.
- c. Implement the Texas School Ready! Project as an early education approach to prepare children to be Kindergarten Ready and Beyond.
- d. The **Mercedes ISD** teacher will participate and support requirements of the Texas School Ready! Project.

- e. Participate with the **HCHSP** staff in the recruitment process.
- f. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
- g. Attend HCHSP collaboration meetings as deemed necessary during the school year.
- h. Complete and fulfill the required documentation for **Mercedes ISD** and **HCHSP** with the assistance of both Human Resource Departments
- i. Collaborate with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- j. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
- k. Follow collaboration protocol with any issues/concerns which may arise.
- l. Follow **Mercedes ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- m. Comply with any other responsibilities assigned by the immediate supervisor.
- n. Coordinate efforts with the **HCHSP** staff to register the children online.

C. HCHSP will:

- a. Coordinate efforts with **Mercedes ISD** to identify children with special needs and follow the **Mercedes ISD** referral process for identification and services.
- b. Identify personnel who will attend the ARDs conducted by **Mercedes ISD**.
- c. Assist with the distribution, completion, and submission of the required **Mercedes ISD** student enrollment documents within the first week of a child's enrollment.
- d. Coordinate with district staff to transition children to the **Mercedes** public schools at the end of each school year.
- e. Provide assistance with daily attendance reporting.
- f. Provide information concerning implementation of the integration of services as requested by designated district personnel.
- g. Provide a designated space to store instructional materials.
- h. Meet monthly or as needed with the designated **Mercedes ISD** personnel.
- i. Schedule a time for the **HCHSP** teacher and **Mercedes ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
- j. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- k. Finance program operations based on the **HCHSP** grant.

D. Collaboratively Mercedes ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Develop a Collaboration Guide which details the partnership and its daily operation.
- f. Review program operations to avoid duplication of efforts.
- g. Meet on a regular basis to discuss the progress of the collaboration.
- h. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **Mercedes ISD** and **HCHSP** requirements.
- i. Analyze and share data for program planning and improvement.
- j. Work together to meet attendance goal.
- k. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- l. Provide family services, parent engagement activities and home visits.

- m. Embrace and support the collaboration efforts of the Texas School Ready! Project.
- n. Support all events which promote the partnership.
- o. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

Transportation Services

- a. **HCHSP** will provide transportation services to and from the site to accommodate needs of children to be served.
- b. **HCHSP** will provide appropriate safety restraint equipment to accommodate all children who will be transported to **HCHSP** facility.
- c. Assigned **Mercedes ISD** teachers will travel to **HCHSP** site and provide instruction to students.

General Conditions

- 1. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- 2. It is expressly understood and agreed that, in the execution of the agreement, **Mercedes ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 3. Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- 4. This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **Mercedes ISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- 5. Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- 6. This Memorandum of Understanding is performable in Hidalgo County, Texas.
- 7. Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Termination:

Either party may terminate the Agreement, with or without cause, by giving thirty (30) days written notice to the other.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **Mercedes ISD** shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. **HCHSP** and **Mercedes ISD** agree to carry insurance in the amounts shown below:

- Workers Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

- Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Personal & Advertising Injury	\$1,000,000

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Indemnification:

To the extent allowed by law, Head Start will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **Mercedes ISD** and their respective elected officials, employees, representatives and agents (collectively “**Indemnitees**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**Claims**”) by any person or entity, arising out of, caused by, or resulting from Head Start’s performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start, anyone directly employed by Head Start or anyone for whose acts Head Start may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **Mercedes ISD** will and does hereby agree to indemnify, protect, defend with counsel approved by Head Start, and hold harmless Head Start and Hidalgo County, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively “**Indemnitees**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**Claims**”) by any person or entity, arising out of, caused by, or resulting from HCHSP’s performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start employees, anyone directly employed by the **HCHSP** or anyone for whose acts the **HCHSP** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

Consideration

This Agreement is being made in consideration of the following: **Mercedes Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **Mercedes ISD** and **HCHSP** to provide the children the best services available.

Mercedes Independent School District

Daniel Trevino, Superintendent of Schools
Mercedes ISD

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

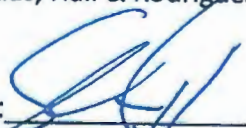
Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

Approved As To Form:
Oxford & González, P.C.

By: 

Stephen L. Crain

By: _____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court: