

MEMORANDUM OF UNDERSTANDING  
Between  
Hidalgo County Head Start Program and  
The University of Texas Pan American  
2009 - 2010

WHEREAS, the County of Hidalgo Acting by and through the Hidalgo County Head Start Program ("Head Start"), a governmental entity, desires to provide a Head Start Program for children ages 3 and 4 years old at the University of Texas-Pan American campus, hereinafter referred to as "University".

WHEREAS, the University desires to provide facilities to the Head Start Program, where it can provide its services to qualified children of the service area,

NOW THEREFORE, The University and Head Start covenant and agree as follows:

1. Classes

Head Start agrees to provide all personnel, supplies and equipment, during regular Head Start Program hours, in order to provide child development and daycare services for qualified children of the service area. The Head Start Program will provide the services necessary to meet the goals of all the program components: Education, Health, Mental Health, Disabilities, Nutrition, and Family Services. This program will operate between the hours of 7:30 a.m. and 5:30 p.m. as needed in facilities provided and designated by the University at College of Education Model Lab Center. The University will designate two (2) classrooms located in the College of Education, a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a play ground area to be used by the Head Start Program for a program defined above.

2. Terms

The term of this Memorandum of Understanding is for one (1) year commencing July, 2009 and terminating July, 2010.

3. Facilities

The University hereby agrees to provide two (2) classrooms located in the College of Education, a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a play ground area on a year round basis for Head Start to conduct its Early Childhood Development Program. Playground area will be fenced, according to Standard, at the expense of the Head Start Program. Head Start agrees to pay for all utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required to provide services. Head Start will also pay for all expenses

associated with the maintenance of the facility and seven (7) parking passes for the Head Start staff. Head Start shall coordinate all programs and schedules with the assigned Liaison of the University.

Head Start assumes full responsibility and liability arising from, associated with or in any way connected to the storage of all property of Head Start on the premises of the University. In connection therewith and not in any way limiting the foregoing, Head Start expressly assumes all liability and responsibility for theft or damages to property of Head Start located on the premises of the University. Head Start further agrees to hold the University harmless from all liability associated with or related to property of Head Start located on the premises of the University.

#### 4. Damages or Destruction

In the event any equipment and/or other property of Head Start or the University is damaged or destroyed by Head Start, its employees, agent, or guests regardless of the extent of such damage or destruction, Head Start shall within five (5) days from the date of such damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed equipment, building, or other property of Head Start or the University. Said repair, reconstruction, or replacement shall be pursued with reasonable diligence so that the equipment, building or other property of the University shall be restored to substantially the same condition it was in prior to the happening of such damage or destruction, provided, however, that if commencement or completion of this restoration is prevented or delayed by reasons beyond the control of Head Start, the completion of this restoration will automatically be extended for the period of each such delay. Head Start shall, within twenty-four (24) hours, report any such damage to the University.

#### 5. Insurance

At all times during the term of this Memorandum of Understanding, Head Start shall provide and keep in force all liability insurance covering Head Start's contractual indemnification for property damage and personal injury. Head Start agrees to carry insurance covering its liability due to its operation to the extent permitted by law. Head Start shall furnish the University with certificates of all insurance required.

#### 6. Indemnification

To the extent authorized under the constitution and laws of the State of Texas, the University shall hold Head Start harmless from liability resulting from the University's acts of omissions within the terms of this Memorandum of Understanding provided, however, the University shall not hold Head Start harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Head Start, its officers, agents, representatives, or employees, or any person or entity not subject to the University's supervision or control. Head Start agrees to

indemnify and hold the University entirely free and harmless from all liability arising from Head Start's agents, employees, and representatives.

#### 7. Other

The University's College of Education (COE) student organizations agree to collaborate with Head Start through community service projects such as: Week of the Young Child, dia del libro, adopt a child, holiday events, etc. The COE agrees to identify courses that will participate in Head Start Model Lab Center to include: Early Childhood Education, Bilingual Education and Special Education. The COE agrees to assist Head Start in receiving NAEYC accreditation. Early Childhood Graduate students will set up STAP classrooms as per NAEYC guidelines. Head Start agrees to allow the University to use the Head Start classrooms as a site for research involving young children by designated faculty with appropriate IRB forms. Head Start agrees to allow the University to use the Head Start classrooms to provide field experiences to students at the COE studying child development and the teaching and learning process (observations, activities, lessons, etc.). Head Start agrees to allow COE faculty to model appropriate lessons based on young children's developmental needs and interests in areas such as early language and literacy skills, dual language development, math concepts, exploring science and nature, social and emotional skills, utilizing a philosophy of active learning through play that will contribute to their success in later schooling. Head Start parents who enroll their children in the COE Head Start Model Lab Center will grant permission for their children to be part of the naturalistic observation research that takes place daily. This will be done through the one-way view windows in classrooms 1.404 and 1.406.

#### 8. Termination

The University and Head Start shall have the right to cancel this Memorandum of Understanding for any reason upon thirty (30) days notice. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination.

This partnership is in effect from July, 2009 through July, 2010.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

James R. Langabeer  
The University of Texas-Pan American

By: \_\_\_\_\_

Honorable J.D. Salinas, III  
Hidalgo County Judge

Date: \_\_\_\_\_

By: \_\_\_\_\_

Teresa Flores, Executive Director  
Hidalgo County Head Start Program