



Hidalgo County Head Start Program Policy Council Agenda

DATE: May 18, 2011

SUBJECT: Discussion/ Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the University of Texas Pan American

RATIONALE/NEED: Memorandum of Understanding (MOU) is needed to continue providing Head Start services to children of the community.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDED: Memorandum of Understanding and Memo

INITIATED BY: Ambrosio Tovar, Procurement Director

A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

EG

PROGRAM DIRECTOR'S APPROVAL:

Jesus Flores



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♣ EDINBURG, TEXAS 78540-0117 ♣ TEL: (956) 383-0706 ♣ FAX: (956) 380-2588

To: Edmundo Garcia, Assistant Program Director

From: Ambrosio Tovar, Procurement Director *A. Tovar*

Date: May 5, 2011

Sub: UTPA Memorandum of Understanding

We are submitting the UTPA Memorandum of Understanding (MOU) for approval for the next school year. The current MOU will expire on June 2011.

If approved, this will be the third year working with the University of Texas- Pan American. Mr. Steve Crain and Mr. Ric Gonzalez have reviewed and approved the MOU.

Should you have any questions please let me know.

Thank you.

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The University of Texas Pan American
2011 – 2012

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 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 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 playground area to be used by the Head Start Program for a program defined above.

2. Term

The term of this Memorandum of Understanding is for one (1) year commencing July 1, 2011 and terminating June 30, 2012.

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 playground area on a year round basis for Head Start to conduct its Early Childhood Development Program. Head start agrees to pay for utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required to provide services. Utility cost shall be prorated by the parties based on the square footage occupied by each of parties. 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 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 the extent allowed by law to hold the University harmless from liability associated with or related to property of Head Start located on the premises of the University. To the extent authorized under the constitution and laws of the State of Texas, Head Start shall hold the University harmless from liability resulting from Head Start acts of omissions within the terms of this Memorandum of Understanding provided, however, Head Start shall not hold the University 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 the University, its officers, agents, representatives, or employees, or any person or entity not subject to Head Start's supervision or control. UTPA shall provide reasonably secure classrooms facility for Head Start.

4. Damages or Destruction

In the event any equipment and/or other property of Head Start or the University is damaged or destroyed due to the negligence of Head Start or the University, its employees, agent, or guests regardless of the extent of such damage or destruction, the at fault party shall have (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 either Head Start or 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 or the University, 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 damage(s) to University property to the University.

5. Insurance

At all times during the term of this Memorandum of Understanding, Head Start shall maintain in place an insurance policy insuring its property and against a personal injury claim brought against Head Start. 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.

At all times during the term of this Memorandum of Understanding, the University shall maintain in place an insurance policy insuring its property and against a personal injury claim brought against the University. The University agrees to carry insurance covering its liability due to its operation to the extent permitted by law. The University shall furnish Head Start with certificates of all insurance if requested.

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

To the extent authorized under the constitution and laws of the State of Texas, Head Start shall hold the University harmless from liability resulting from Head Start's acts of omissions within the terms of this Memorandum of Understanding provided, however, Head Start shall not hold the University 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 the University, its officers, agents, representatives, or employees, or any person or entity not subject to Head Start's supervision or control. The University agrees to the extent allowed by law to indemnify and hold Head Start entirely free and harmless from all liability arising from the University'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 will request permission from Head Start parents whom children participating in the COE Head Start Model Lab Center to be part of the naturalistic observation which 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) day 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.

Date: _____

Date: _____

By: _____

James R. Langabeer, VP for Bus Affairs
The University of Texas-Pan American

By: _____

Honorable Ramon Garcia
Hidalgo County Judge

OXFORD & GONZALEZ

Date: _____

By: _____

Ricardo Gonzalez

By: _____

Teresa Flores, Executive Director
Hidalgo County Head Start Program

ATLAS & HALL

By: _____

Stephen L. Crain

By: _____

Arturo Guajardo, Jr.
Hidalgo -County Clerk