



Hidalgo County Head Start Program Policy Council Agenda

DATE: March 18, 2015

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and:

1. South Texas College
2. Hidalgo County Health and Human Services Agency

RATIONALE/NEED: Memorandum of Understanding (MOU) is to establish collaboration with local community agencies.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

A Lopez
[Signature]
Terresa Flores

SOUTH TEXAS COLLEGE

**AFFILIATION AND PROGRAM AGREEMENT
FOR CHILD DEVELOPMENT FIELD AND LAB EXPERIENCES**

This AGREEMENT is made the _____ day of _____, by and between **HIDALGO COUNTY HEAD START PROGRAM** and **SOUTH TEXAS COLLEGE**.

WHEREAS, **Hidalgo County Head Start** (hereinafter referred to as "AFFILIATE") and **SOUTH TEXAS COLLEGE** (hereinafter referred to as "STC") recognize that trained personnel in the fields of early childhood education are necessary to the staffing and operation of child care and early childhood centers and facilities in the lower Rio Grande Valley.

THEREFORE, it is of great benefit and service to the people of this area that the AFFILIATE through its administrators and staff, and STC through the administrators and staff of its Child Development Programs, do associate together in a cooperative endeavor for the purpose of training students in the fields of early childhood education.

In mutual consideration of the foregoing and following, STC and AFFILIATE agree as follows:

I. TERMS

1. This Agreement shall become effective immediately upon execution by the parties as of the date above written and will continue in full force and effect until terminated as hereinafter provided.
2. This Agreement may be modified at any time by mutual consent of the parties. It may be terminated by either party upon written notice to the other party as provided in Section III of this Agreement. Non-consensual termination shall become effective three months after the proper notice. Termination shall not become effective until the students involved in the cooperative program shall have an opportunity to complete the full experience so long as the cause for termination does not fall within the boundaries of Section V.2. and V.22., despite the fact this period required for program completion may exceed the time period established in this section.

II. GENERAL UNDERSTANDING

The parties hereto recognize that, in the performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties, and each party does, therefore, enter into this Agreement with the intention of loyally cooperating with each other in carrying out the terms of this Agreement, and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner as will best promote the interests of both and tender the highest service to the public.

III. NOTICES

All notices to parties herein must be in writing, signed by the party giving it, and shall be served personally or by mail addressed as follows:

HIDALGO COUNTY HEAD START PROGRAM
1901 W. STATE HIGHWAY 107
MCALLEN, TEXAS 78504
CONTACT PERSON: TERESA FLORES
PHONE: (956) 383-0706

Or such address as may be hereinafter designated by notice. All notices become effective only when received by the addressee and upon verification.

IV. JOINT PROGRAM RESPONSIBILITIES

1. Both parties to the Agreement will cooperate in providing the student with a developmentally appropriate learning opportunity.
2. It is mutually agreed that those students permitted to utilize the AFFILIATE under this agreement shall be mutually agreed upon by both parties, with due consideration given to the number of students and to the resources available.
3. Visits by STC staff to the AFFILIATE and visits by AFFILIATE staff to the College are accepted and welcomed for purpose of planning, observation of students, conferences, and accreditation visits by outside groups with prior notification.
4. The determination of the number of assigned students, the schedules, and the availability of the AFFILIATE shall be made by mutual agreement between the liaisons designated by both parties.
5. Both parties are obligated to inform one another in a timely manner of any changes in the curriculum, personnel, and learning opportunities pertinent to the early childhood education of students.
6. No financial obligation exists between either party to this Agreement. If an employee-employer relationship exists between AFFILIATE and student, all matters including rights and responsibilities related to such employment are the sole concern of AFFILIATE and student.
7. Both parties will cooperate in providing the student with environments and opportunities conducive to proper learning.

8. In accordance with the Program Affiliation Agreement, the AFFILIATE representative is:

HIDALGO COUNTY HEAD START PROGRAM
1901 W. STATE HIGHWAY 107
MCALLEN, TEXAS 78504
CONTACT PERSON: TERESA FLORES
PHONE: (956) 383-0706

The STC representative is:

Dr. Margaretha Bischoff
Liberal Arts and Social Sciences Division Dean
South Texas College
P.O. Box 9701
McAllen, Texas 78502-9701
Phone: (956) 872-8310
Fax: (956) 872-8329

9. The students will be responsible for their own transportation, meals, and health care needs in the performance of this Agreement.
10. Representatives from the AFFILIATE and STC shall meet at least once each year to review the progress of the program and make policy for the next year.

V. OBLIGATIONS, RIGHTS, AND RESPONSIBILITIES OF STC

1. STC will provide qualified instructors as expressed in the curriculum and who have appropriate educational backgrounds for the courses that they teach.
2. Instructors and students of the Program will comply with the existing policies of the AFFILIATE when carrying out the "AFFILIATE Centered" portion of the Program.
3. STC will require the students to be professionally attired when reporting for field and lab experiences.
4. Students will have a Tuberculosis Skin Test and if positive a chest X-ray.
5. STC will maintain on file for quick reference at the College the following information:
 - a. Placement form with signatures from both student and center manager/director
 - b. Field/lab hours completed
6. STC will instruct its students and faculty to respect the confidential nature of all information which may come to their knowledge in their experience with members of the early childhood program, parents, children, and AFFILIATE records.
7. STC instructors and its students recognize that they are not subject to coverage by the AFFILIATE'S Worker's Compensation Program.
8. Students must wear photographic identification badge at all times while on the AFFILIATE premises.
9. STC faculty will be responsible for administrative duties related to the student experience, such as records of rotation, attendance, and proficiency.
10. STC faculty will evaluate and counsel students with regards to performance.
11. The students will be subject to rules and regulations pertaining to regular employees of the AFFILIATE.
12. The faculty and students will meet the standards for early childhood care of the AFFILIATE.
13. STC will provide teaching facilities for students and faculty of the Program.
14. Control of the Program ultimately rests with STC. STC is responsible for preparing students for the field sturdy and lab phase of their education and assumes full responsibility for the planning and execution of the education program. STC will assign only those students who have satisfactorily completed the portions of the curriculum that are prerequisite to Program completion.

15. The faculty and students will assume responsibility for breaking or damaging equipment due to the negligence on the part of the faculty or students.
16. STC will supervise the practical experience to ensure safe practice of the student and STC faculty and staff.
17. STC will provide relevant background information on students as requested by the AFFILIATE to the extent permitted by law.
18. STC will be responsible for the final grading of the students.
19. STC will instruct its students to comply with the existing policies of the AFFILIATE when carrying out the field and lab work that meet the standard for developmentally appropriate practices of the AFFILIATE.
20. STC will make available from third parties, liability and accident insurance for students enrolled in the program.
21. STC will identify students who have an interest in volunteering at the AFFILIATE.
22. STC will provide the agency with a master course syllabus for the supervised student that clearly delineates the responsibilities of the COLLEGE and AFFILIATE.

VI. OBLIGATIONS, RIGHTS AND RESPONSIBILITIES OF THE AFFILIATE

1. AFFILIATE agrees to assist the program by providing, through its supervisory personnel, regular evaluation of students at intervals to be agreed upon by the AFFILIATE and STC – utilizing the evaluation forms provided by STC.
2. AFFILIATE will allow participating students to use any library facilities which are open to the AFFILIATE staff.
3. AFFILIATE will assume the cost of equipment that is broken or damaged in its normal use.
4. AFFILIATE will orient the STC faculty and students to facilities and policies.
5. AFFILIATE will inform its professional staff of its participation in the various training programs of STC.
6. AFFILIATE will supply, without remuneration to the student, opportunity for practical and/or observation experience designed to supplement theory training given by STC.
7. AFFILIATE will monitor field and lab experience as necessary to assure safe practice for the student and others, including children/parents enrolled at AFFILIATE.

8. Students may not take the responsibility or take the place of “qualified” staff. However, after demonstrating proficiency, students may be permitted to perform procedures with careful supervision.
9. AFFILIATE reserves the rights, in its absolute discretion, to refuse its facilities and services to any student who does not meet the professional or other requirements of the AFFILAIITE or any appropriate authority controlling and directing said AFFILIATE.
10. AFFILIATE may assign this Agreement upon the sale of AFFILIATE’S facilities to be effective upon notice by AFFILIATE to STC of such assignment.
11. AFFILIATE will provide the student with an overall orientation to the specific services related to the implementation of the observation or lab experience.
12. AFFILIATE will designate a qualified staff member to function as a supervisor for the student. The supervisor will be responsible, with the approval of the administration of the agency, for providing opportunities for the student to engage in a variety of child care and child development activities, child care management experiences, signing the contact log, and evaluating the student’s performance.
13. AFFILIATE will supervise the student volunteer at all times and not leave the student alone with children or count the student as staff in the child/staff rations unless employed by the AFFILIATE.
14. AFFILIATE will offer a quality early childhood program.
15. AFFILIATE will provide students in the Child Development program with scheduled observation time to complete the required hours.
16. AFFILIATE will respect the students’ efforts and allow for constructive feedback. Students will be given the opportunity to practice child development skills and appropriate behaviors, and submit concerns to supervisor.
17. AFFILIATE will allow faculty to visit the program unannounced and announced in order to observe student volunteers completing their hours at an AFFILIATE site.
18. AFFILIATE will allow students to participate in specific duties based on the Field Study course and Administration Course which may include shadowing the director and other supervisors in the center, developing daily routine plans and lesson plans, implementing lesson plans, welcoming children, supporting mentor teacher with daily routines, and general classroom clean up.

VII. GENERAL PROVISIONS

1. The AFFILIATE will not be charged for any services performed by STC students or personnel in connection with the program contemplated by this Agreement. The AFFILIATE will not have any obligation to pay the salaries or expenses of any students or personnel of STC in connection with this program.
2. Under no circumstances will an STC student or personnel be considered an agent or employee of the AFILIATE; a student will be considered to be on the AFFILIATE premises for the purpose of teaching or acquiring knowledge and skills.
3. It is understood that in as much as possible, the students and instructors will be free of communicable diseases.

VIII. INDEMNIFICATION

STC agrees to indemnify and hold harmless AFFILIATE from any and all claims, demands, damages liabilities, and cost incurred by AFFILIATE, to the extent permitted by law, which directly or indirectly result from or arise in connection with any act or omission of STC, its agents, or employees, in performing STC obligations hereunder. AFFILIATE agrees to indemnify and hold harmless STC from any and all claims, demands, damages liabilities, and cost incurred by STC to the extent permitted by law which directly or indirectly result from or arise in connection with any act or mission of AFFILIATE, its agents or employees, in performing AFFILIATES obligation hereunder.

IX. LIMITATION ON CIVIL LIABILITY

A person who authorizes, sponsors, supports, finances, or supervises the functions of STC personnel is not liable for civil damages for an act or omission connected with training STC personnel, or with services for treatment given to a client or potential client by STC personnel if training, services, or treatment is performed in accordance with the current child care standards.

X. FURTHER AGREEMENTS

This basic agreement, with addenda paragraphs, constitutes the entire agreement of the parties hereto. At such time, STC and the AFFILIATE desire to enter into additional training programs, this basic agreement may be outlined in addenda paragraphs.

XI. TITLE VII OF THE CIVIL RIGHTS ACT

In keeping with Title VII of the Civil Rights Act of 1964, no person shall, on the group of race, sex, color , or national origin, be excluded from participation in, be denied the benefits of or be subject to discrimination under any program or activity included herein.

XII. ATTORNEY FEES AND COSTS

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.

XIII. TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in the County where the AFFILIATE is located. Venue for any litigation arising from this Agreement shall be in Hidalgo County.

EXECUTED in duplicate originals by: **SOUTH TEXAS COLLEGE**

AFFILIATE: HIDALGO COUNTY HEAD START PROGRAM

South Texas College (STC)

Authorized Signature

Date

Dr. Shirley A. Reed, President

Print Name and Title

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

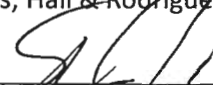
Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

By: 

Stephen L. Cain

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

By: _____
Ricardo González

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

**HIDALGO C. HEALTH &
HUMAN SERVICES AGENCY**

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo County Health and Human Services Agency

The **Hidalgo County Head Start Program (HCHSP)** and the **Hidalgo County Health and Human Services Agency** agree to provide information and referrals to its clients regarding services as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and County of Hidalgo Community Service Agency and may not be amended except by a written document signed by HCHSP and Hidalgo County Health and Human Services Agency.

The Hidalgo County Head Start Program Agrees:

- To provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit and serve foster children, homeless children and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement and transition services.
- To engage in an ongoing family partnership building and provide social services assistance when needed.
- To provide information and referrals to families regarding services of the Hidalgo County Health and Human Services Agency.
- To provide the Hidalgo County Health and Human Services Agency a rent and utilities free facility at 2100 Fir St., McAllen, TX 78501 "Austin A-1 Head Start Center."
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

The Hidalgo County Health and Human Services Agency Agrees:

- To assist with health fairs and conferences by providing material and/or resources.
- To provide information and referrals to their clients regarding services of the Hidalgo County Head Start Program.
- To help parents seek assistance in meeting their child's health needs.
- To educate parents on services provided by Hidalgo County Health and Human Services Agency.
- To teach parents how to advocate for their children's health services.

Collaboration Efforts between Hidalgo County Health and Human Services Agency and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

