

## Ambrosio Tovar

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**From:** Steve Crain <[scrain@atlashall.com](mailto:scrain@atlashall.com)>  
**Sent:** Wednesday, September 16, 2015 5:51 PM  
**To:** 'Ambrosio Tovar'  
**Subject:** RE: WISD TLI MOU FINAL

If the insurance limits are OK with you then the MOU is fine.

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**From:** Ambrosio Tovar [<mailto:ambrosio.tovar@hchsp.org>]  
**Sent:** Wednesday, September 16, 2015 4:59 PM  
**To:** [scrain@atlashall.com](mailto:scrain@atlashall.com)  
**Subject:** WISD TLI MOU FINAL

Insurance, included.

**Memorandum of Understanding Between  
Weslaco Independent School District and the  
Hidalgo County Head Start Program  
2015-2016**

**Purpose:**

This collaborative partnership establishes an agreement between **Hidalgo County Head Start Program (HCHSP) and the Weslaco Independent School District (WISD)** 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 WISD and HCHSP are developed, implemented, and reviewed annually to improve quality of services.

**HCHSP** is a governmental entity under the auspices of Hidalgo County. **WISD** is a public education institution of the state of Texas. **HCHSP** and **WISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Weslaco ISD Board of Trustees) established per applicable statues 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 WISD 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.

**Center Sites:**

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

Hidalgo County Head Start Weslaco #1 Center  
310 N. Kansas  
Weslaco, Texas 78596

Hidalgo County Head Start La Herencia Center  
RR 3 Box 3059  
Mercedes, Texas 78570

Hidalgo County Head Start Weslaco #3 Center  
1317 W. Exp. 83  
Weslaco, Texas 78596

Hidalgo County Head Start Program Mercedes #2 Center  
3601 E. Mile 8 North  
Weslaco, Texas 78596

## **Term:**

The Term of this Memorandum of Understanding is for one (1) year commencing August 10, 2015 and ending July 31, 2016. 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.

## **Weslaco Responsibilities:**

WISD will provide appropriate educational and supportive services to ensure children and families are school ready. WISD 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, 2015, will be dual-enrolled and served by WISD and HCHSP. Collaboratively, the HCHSP children will receive 3 hours of instruction in cognitive development by a certified WISD funded **School Readiness Integration (SRI) teacher** in the classrooms.

## **Partnership Responsibilities**

### A. WISD will:

- a. Assign a principal, instructional coach/s, and/or program specialist to supervise, monitor, support and evaluate the teacher.
- 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 WISD 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 WISD Special Education Program.
- g. Arrange for a substitute when the WISD 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 WISD personnel and other resources.

- m. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 ea. Occurrence, and ii) General Aggregate \$600,000 HCHSP must be named as an additional insured.

B. The WISD 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 Weslaco 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 WISD 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 WISD 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 WISD 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 WISD to identify children with special needs and follow the WISD referral process for identification and services.
- b. Identify personnel who will attend the ARDs conducted by WISD.
- c. Assist with the distribution, completion, and submission of the required WISD student enrollment documents within the first week of a child's enrollment.
- d. Coordinate with district staff to transition children to the Weslaco 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 WISD personnel.
- i. Schedule a time for the HCHSP teacher and WISD 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 WISD 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 WISD 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**

Assigned WISD teachers will travel to HCHSP sites and provide instruction to students at such locations.

### **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, WISD 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 or 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 Weslaco 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, Head Start will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless WISD 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 Indemnatee 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, WISD 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 Indemnatee 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 **WISD** and **HCHSP** to provide the children the best services available.

**Weslaco Independent School District**

\_\_\_\_\_  
Dr. Ruben Alejandro, Superintendent of Schools  
Weslaco ISD  
319 S. 4<sup>th</sup> St.  
Weslaco, Texas 78596  
956-969-6500  
956-969-0201 (fax)

\_\_\_\_\_  
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

