



Hidalgo County Head Start Program Policy Council Agenda

DATE: November 18, 2015

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

RATIONALE/NEED: The memorandum of Understanding (MOU) is to collaborate with the Edcouch-Elsa 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: Memorandum of Understanding

INITIATED BY: Ambrosio Tovar, Procurement Director *A. Tovar*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *[Signature]*

EXECUTIVE DIRECTOR'S APPROVAL: *Leresa Flores*

Ambrosio Tovar

From: Steve Crain <scrain@atlashall.com>
Sent: Tuesday, November 10, 2015 3:57 PM
To: 'Ambrosio Tovar'
Subject: RE: EEISD TLI MOU

The MOU is fine.

From: Ambrosio Tovar [<mailto:ambrosio.tovar@hchsp.org>]
Sent: Tuesday, November 10, 2015 3:06 PM
To: scrain@atlashall.com
Subject: EEISD TLI MOU

Mr. Crain,

Here is the MOU for EEISD with the corrections.

Please approve the form so we may place this on our next C.C. agenda.

Thank you.

**Memorandum of Understanding Between
Edcouch-Elsa 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 Edcouch-Elsa Independent School District (EEISD)** 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 **EEISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **EEISD** is a public education institution of the state of Texas. **HCHSP** and **EEISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Edcouch 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 **EEISD** 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-two (172) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.

Center Site:

The name and addresses of the **HCHCP** site that will be serviced by **EEISD**:

Edcouch Head Start
201 N. Yellow Jacket Drive
Elsa, Texas 78538

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.

Edcouch-Elsa Responsibilities:

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

Partnership Responsibilities:

A. EEISD agrees to:

- a. Assist the Program in the identification of eligible 3 and 4 year old children at the beginning of each school year in an annual round-up.
- b. Address transition for those children exiting Hidalgo County Head Start program (HCHSP) and enrolling with EEISD.
- c. Provide in-service training for staff and parents in order to provide the continuity of services deemed necessary by both parties.
- d. Provide on-site services when deemed appropriate.
- e. Provide District staff for consultations and site visits.
- f. Provide five (5) certified teachers in early childhood.
- g. Provide technical assistance for classrooms as needed.
- h. Provide assistance for identification of special needs children.
- i. Provide a substitute when the EEISD employee is absent from duty to replace the teacher(s).
- j. Attend meeting between EEISD and the HCHSP administration to be held at least three (3) times during the year; fall, spring, and early summer to review the partnership agreement, curriculum, and assessment data.
- k. Provide parent training information/parent volunteers.
- l. Provide any other materials that are needed to provide a quality education.

B. EEISD staff will:

- a. Follow the dress code policy of HCHSP and EEISD.
- b. Attend the HCHSP staff meetings at least two (2) times per school year.
- c. Co-teach with the HCHSP staff assigned to the Head Start classroom taking equal responsibility for lesson plans, daily preparation and instruction to the students.
- d. Provide technical support to all classrooms and make sure that computers are working appropriately.
- e. Provide cognitive instruction three (3) hours in the morning and three (3) hours in the afternoon.
- f. Provide the necessary paperwork for EEISD staff to comply with the child care licensing (i.e.; teacher certification, results of criminal background check, TB test results, CPR training, and food handling services).
- g. Coordinate efforts between HCHSP and District calendars.
- h. Provide state approved curriculum and any other materials that are needed to provide a quality education.

C. HCHSP will:

- a. Coordinate efforts with **EEISD** to identify children with special needs and follow the **EEISD** referral process for identification and services.
- b. Identify personnel who will attend the ARDs conducted by **EEISD**.
- c. Assist with the distribution, completion, and submission of the required **EEISD** student enrollment documents within the first week of a child's enrollment.
- d. Coordinate with district staff to transition children to the Edcouch-Elsa 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 **EEISD** personnel.
- i. Schedule a time for the **HCHSP** teacher and **EEISD** 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 EEISD 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 **EEISD** 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 **EEISD** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

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, **EEISD** 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 Edcouch-Elsa ISD and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
 - o 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.
 - o This Memorandum of understanding is performable in Hidalgo County, Texas.
5. Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
6. 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.

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **EEISD** 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 **EEISD** 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, **HCHSP** will and does hereby agree to indemnify, protect, defend **EEISD** with counsel approved by **EEISD** Board, and hold harmless **EEISD** and their respective elected officials, employees, representatives and agents (collectively “**EEISD 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 “**EEISD 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** or **HCHSP’s** employees or 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 **EEISD** 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, **EEISD** will and does hereby agree to indemnify, protect, defend **HCHSP** and **Hidalgo County** 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 **EEISD’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 **EEISD** or **EEISD's** employees or anyone directly employed by the **EEISD** or anyone for whose acts the **EEISD** 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 **EEISD** and **HCHSP** to provide the children the best services available.

Edcouch- Elsa Independent School District

Dr. Richard Rivera, Superintendent of Schools

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: