

## Hidalgo County Head Start Program Policy Council Agenda

**DATE:** November 16, 2016

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

**RATIONALE/NEED:** Memorandum of Understanding (MOU) is to collaborate with the McAllen Independent School District to provide resource sharing, in-service training and joint training for staff and parents.

**RECOMMENDATION:** Administration recommends approval.

**COST:** There is no cost.



**RELATED INFORMATION INCLUDED:** Memorandums of Understanding

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

**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director

**PROGRAM DIRECTOR'S APPROVAL:**

**Memorandum of Understanding Between  
McAllen Independent School District and  
Hidalgo County Head Start Program  
2016-2017**

**Purpose:**

This collaborative partnership establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the McAllen Independent School District (MISD)** to provide Head Start services to age and income eligible pre-K children 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 **MISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

**HCHSP** is a governmental entity under the auspices of Hidalgo County. **MISD** is a public education institution of the state of Texas. **HCHSP** and **MISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and MISD School 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 insure 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 **MISD** 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-six (176) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 am.

**(Note: District Calendar will be developed and approved by both entities.)**

**Center Sites:**

The names and addresses of the **HCHSP** sites that will be served by **McAllen ISD**:

AUSTIN (A-1) H/S # of children – 140

Center Manager: MARTHA VARA

2100 Fir St.

McAllen, TX. 78501

Phone #: 631-4240 / 630-9876

Fax #: 682-5709

MCALLEN IV H/S # of children - 51  
Center Manager: IMELDA VELA  
3900 South Ware Road  
McAllen, TX 78501  
Phone #: 618-3797 / 687-3665  
Fax #: 618-1256

MCALLEN V H/S # of children 100  
Center Manager: CIDELIA MONTEAGUDO  
2500 Laurel Avenue  
McAllen, TX 78501  
Phone #: 928-1396  
Fax #: 994-8292

MCALLEN VI H/S # of children 51  
Center Manager: ALMA ZEPEDA  
2601 Sarah Avenue  
McAllen, TX 78502

**Term:**

The Term of this Memorandum of Understanding is for one (1) year commencing October 25, 2016 and ending July 31, 2017.

**W Responsibilities:**

**MISD** will provide appropriate educational and supportive services to ensure children and families are school ready. **MISD** 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 Head 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, 2016, will be dual-enrolled and served by **MISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **MISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom.

**Partnership Responsibilities**

- A. **MISD** will:
  - a. Assign a **MISD** principal, instructional coach/s, and/or program specialist to the McAllen Head Start facilities to provide supervision, oversight, support and evaluation of the **MISD** teachers.

- 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 **MISD** 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 **MISD** Special Education Program.
- g. Arrange for a substitute when the **MISD** 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 **MISD** 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 **MISD** Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development to the **HCHSP** children utilizing the State Adopted Curriculum (4 year olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 year olds).
- b. Attend and/or assist in delivery of collaborative Professional Development for **ISD** and **HCHSP** as deemed appropriate.
- c. Participate with the **HCHSP** staff in the recruitment process.
- d. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
- e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
- f. Complete and fulfill the required documentation for **MISD** and **HCHSP** with the assistance of both Human Resource Departments
- g. Collaborate with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. 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.
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow **MISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.
- l. Coordinate efforts with the **HCHSP** staff to register the children online.

C. **HCHSP** will:

- a. Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services.
- b. Identify personnel who will attend the ARDs conducted by **MISD**.

- c. Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment.
- d. Coordinate with district staff to transition children to the **MISD** public schools at the end of each school year.
- e. Provide assistance with daily attendance reporting.
- f. Meet monthly or as needed with the designated **MISD** personnel.
- g. Schedule a time for the **HCHSP** teacher and **MISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- h. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- i. Finance program operations based on the **HCHSP** grant.

**D. Collaboratively **MISD** 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. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.
- g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Work together to meet attendance goal.
- j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- k. Provide family services, parent engagement activities and home visits.
- l. Support all events which promote the partnership.
- m. Organize and plan to sustain the partnership and promote a collaborative culture.

**Transportation Services**

Assigned **MISD School Readiness Partnership Model** 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, **MISD** 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 **MISD** 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.

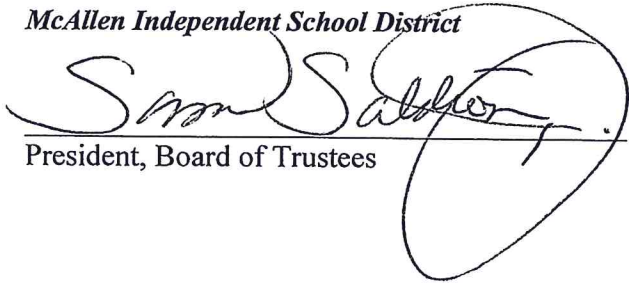
**Indemnification:**

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively “**MISD 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 “**MISD 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**, 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 **MISD** 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, **MISD** will and does hereby agree to indemnify, protect, defend 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 **MISD**’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 **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts the **MISD** 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 **MISD** and **HCHSP** to provide the children the best services available.

*McAllen Independent School District*

  
\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Date 10/24/2016

*Hidalgo County Head Start Program*

\_\_\_\_\_  
Honorable Ramon Garcia  
Hidalgo County Judge

\_\_\_\_\_  
Teresa Flores, Executive Director  
Hidalgo County Head Start Program

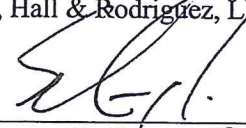
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Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

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

By:   
\_\_\_\_\_  
Stephen L. Crain, Partner

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

By: \_\_\_\_\_  
Ricardo González

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