Hidalgo County Head Start Program

Policy Council Regular Meeting

DATE: October 18, 2017

SUBJECT: Discussion/Approval to Terminate Memorandum of Understanding (MOU) for Special Services between Donna Independent School District (Donna ISD) and Hidalgo County Head Start Program

RATIONALE/NEED: The Policy Council approved a School Readiness Partnership Memorandum of Understanding (MOU) with the Weslaco Independent School District. This requires that all, services including special services, be provided by Weslaco ISD since the state will only provide ADA funding to one district to fund the teachers for the Partnership.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Memorandum of Understanding

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INITATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

FILED
AT 10:00 O'CLOCK A M
AUG 02 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Donna Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Donna Independent School District (Donna ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Agreement between the **HCHSP** and **Donna ISD** may not be amended except by a written document signed by **HCHSP** and **Donna ISD.**

Donna Independent School District "Donna ISD" will:

A. Diagnose and document the results of children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the **Donna ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate in the children's classroom to the greatest extent possible. Head Start Performance Standard 1302.61 (c)(v).

H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

L. Complete and fulfill the required documentation for the **Donna ISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.

M. Follow **Donna ISD** requirements, policies and procedures as well as the Head Start Performance and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist the **Donna ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to the LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the **Donna ISD's** Fall PEIMS Snapshot child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. 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.

Collaboration Efforts between Donna Independent School District 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 and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:
Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:
This Agreement is in effect for the 2017-2018 school year, unless earlier terminated as provided herein.
Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: **Donna Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Donna Independent School District

9/12/17
Authorized Signature *Date*

Fernando Castillo, Superintendent of Schools
Print Name and Title

9-12-17
Authorized Signature *Date*

Dr. Diana Villanueva, Special Education Director
Print Name and Title

Hidalgo County Head Start Program

Ramon Garcia
Honorable Ramon Garcia
Hidalgo County Judge

8/1/17
Date

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

7-31-17
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 7/25/17

ATTEST:
Arturo Guajardo, Jr.
Hidalgo County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

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

By:
Stephen L. Crain

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

By:
Ricardo González

Date Approved by Policy Council: 6-21-2017
Date Approved by Commissioner's Court: 7-25-2017