



Hidalgo County Head Start Program Policy Council Agenda

DATE: March 21, 2018

SUBJECT: Discussion/Approval of Request to Enter into a Memorandum of Understanding (MOU) For Disability Services Between Hidalgo County Head Start Program and the following Local Education Agencies:

School District	School District
Edcouch-Elsa ISD	Mission CISD
Edinburg CISD	PSJA ISD
Hidalgo ISD	Sharyland ISD
La Joya ISD	Valley View ISD
McAllen ISD	Weslaco ISD
Mercedes ISD	

RATIONALE/NEED: The memorandum of Understanding (MOU) is to collaborate with the Local Education Agencies in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education.

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

EXECUTIVE DIRECTOR'S APPROVAL:

(Handwritten signatures and initials)

Edcouch-Elsa ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Edcouch-Elsa Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Edcouch-Elsa Independent School District (EEISD)** 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 Memorandum of Understanding (**MOU**) between the **HCHSP** and **EEISD** may not be amended except by a written document signed by **HCHSP** and **EEISD**.

Edcouch-Elsa Independent School District "EEISD" 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 **EEISD** 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 statutes 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. Heads 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 **EEISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.
- M. Follow **EEISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start “HCHSP” will:

- A. Assist the **EEISD** 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 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 **EEISD’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 Edcouch-Elsa 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 **MOU**, with or without cause, by giving ten (10) days written notice to the other.

Edinburg CISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Edinburg Consolidated Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Edinburg Consolidated Independent School District (ECISD)** 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 Memorandum of Understanding Agreement (**MOU**) between the **HCHSP** and **ECISD** may not be amended except by a written document signed by **HCHSP** and **ECISD**.

Edinburg Consolidated Independent School District "ECISD" 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 **ECISD** 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 statutes 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 child's classroom to the greatest extent possible. Head Start Performance Standards 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 **ECISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.
- M. Follow **ECISD** requirements, policies and procedures as well and the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start “HCHSP” will:

- A. Assist the **ECISD** 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 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 **ECISD’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 Edinburg Consolidated 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 **MOU**, with or without cause, by giving ten (10) days written notice to the other.

Term:

This MOU is in effect commencing on **August 1, 2018** and ending on **June 30, 2021**, 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 MOU is being made in consideration of the following: **Edinburg Consolidated Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Edinburg Consolidated Independent School District

Authorized Signature Date

Dr. Rene Gutierrez, Superintendent of Schools
Print Name and Title

Authorized Signature Date

Alida Suarez, Special Education Director
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:

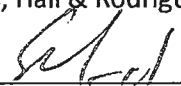
Approved As To Form:

Arturo Guajardo, Jr.
Hidalgo County Clerk

ECISD Attorney
By: _____

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:

Hidalgo

ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Hidalgo Independent School District (HISD)** 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 Memorandum of Understanding (**MOU**) between the **HCHSP** and **HISD** may not be amended except by a written document signed by **HCHSP** and **HISD**.

Hidalgo Independent School District "HISD" 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 **HISD** 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 statutes 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 child's classroom to the greatest extent possible. Head Start Performance Standards 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 documentations for the **HISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.
- M. Follow **HISD** requirements, policies as well as the head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start “HCHSP” will:

- A. Assist the **HISD** 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 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 HISD’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 Hidalgo 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 **MOU**, with or without cause, by giving ten (10) days written notice to the other.

La Joya

ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

La Joya Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **La Joya Independent School District (La Joya 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 Memorandum of Understanding (**MOU**) between the **HCHSP** and **La Joya ISD** may not be amended except by a written document signed by **HCHSP** and **La Joya ISD**.

La Joya Independent School District “La Joya 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 **La Joya 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 statutes 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 child’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 **La Joya ISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.
- M. Follow **La Joya ISD** Requirements, Policies and procedures as well as the Head Start Performance assistance of both Human Resources Departments.

Hidalgo County Head Start “HCHSP” will:

- A. Assist the **La Joya 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 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 **La Joya 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 La Joya 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 **MOU**, with or without cause, by giving ten (10) days written notice to the other.

Term:

This MOU is in effect commencing on **August 1, 2018** and ending on **June 30, 2021**, 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 MOU is being made in consideration of the following: **La Joya Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

La Joya Independent School District

Authorized Signature Date

Dr. Alda T. Benavides, Superintendent of Schools
Print Name and Title

Authorized Signature Date

Andrea Garza, Special Education Director
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

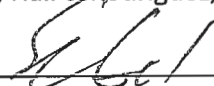
Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

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:

McAllen ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

McAllen Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **McAllen Independent School District (MISD)** 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 Memorandum of Understanding (**MOU**) between the **HCHSP** and **MISD** may not be amended except by a written document signed by **HCHSP** and **MISD**.

McAllen Independent School District "MISD" 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 **MISD** 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 statutes 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 child's classroom to the greatest extent possible. Head Start Performance standards 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 **MISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.
- M. Follow **MISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start “HCHSP” will:

- A. Assist the **MISD** 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 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 **MISD’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 McAllen 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 **MOU**, with or without cause, by giving ten (10) days written notice to the other.

Mercedes ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Mercedes Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Mercedes Independent School District (Mercedes 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 Memorandum of Understanding (**MOU**) between the **HCHSP** and **Mercedes ISD** may not be amended except by a written document signed by **HCHSP** and **Mercedes ISD**.

Mercedes Independent School District "Mercedes 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 **Mercedes 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 statutes 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 child's classroom to the greatest extent possible. Head start Performance Standards 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 fulfill the required documentation for the **Mercedes ISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.
- M. Follow **Mercedes ISD** requirements, policies and procedures as well as Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start “HCHSP” will:

- A. Assist the **Mercedes 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 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 **Mercedes 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 Mercedes 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 **MOU**, with or without cause, by giving ten (10) days written notice to the other.

Mission CISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Mission Consolidated Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Mission Consolidated Independent School District (MCISD)** 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 Memorandum of Understanding (**MOU**) between the **HCHSP** and **MCISD** may not be amended except by a written document signed by **HCHSP** and **MCISD**.

Mission Consolidated Independent School District “Mission CISD” 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 **MCISD** 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 statutes 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 child’s classroom to the greatest extent possible. Head Start Performance Standards 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 **MCISD** and the **HCHSP** staff with the assistance of both Human Resource Departments.
- M. Follow **MCISD** requirement, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start “HCHSP” will:

- A. Assist the **MCISD** 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 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 **MCISD’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 Mission Consolidated 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 **MOU**, with or without cause, by giving ten (10) days written notice to the other.

Term:

This MOU is in effect commencing on **August 1, 2018** and ending on **June 30, 2021**, 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 MOU is being made in consideration of the following: **Mission Consolidated Independent School District and Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

“There are no third-party beneficiaries to this Agreement. The parties do not intend that any non-party have any right to enforce any part of this Agreement.”

Mission Consolidated Independent School District

Authorized Signature Date

Dr. Ricardo Lopez, Superintendent of Schools
Print Name and Title

Authorized Signature Date

Rumalda Ruiz, Assistant Superintendent for Finance
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

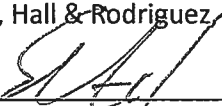
Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

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:

P-SJ-A
ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Pharr-San Juan-Alamo Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Pharr-San Juan-Alamo Independent School District (P-SJ-A 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 Memorandum of Understanding (**MOU**) between the **HCHSP** and **P-SJ-A ISD** may not be amended except by a written document signed by **HCHSP** and **P-SJ-A ISD**.

Pharr-San Juan-Alamo Independent School District "P-SJ-A 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 **P-SJ-A 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 statutes 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 child's classroom to the greatest extent possible. Head Start Performance Standards 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 **P-SJ-A ISD** and the **HCHSP** staff with the assistance of the Human Resources Departments.
- M. Follow **P-SJ-A ISD** requirements, policies and procedures and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start “HCHSP” will:

- A. Assist the **P-SJ-A 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 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 **P-SJ-A 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 Pharr-San Juan-Alamo 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 **MOU**, with or without cause, by giving ten (10) days written notice to the other.

Term:

This MOU is in effect commencing on **August 1, 2018** and ending on **June 30, 2021**, 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 MOU is being made in consideration of the following: **Pharr-San Juan-Alamo Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Pharr-San Juan-Alamo Independent School District

Authorized Signature Date

Dr. Daniel P. King, Superintendent of Schools
Print Name and Title

Authorized Signature Date

Debra A. Salinas, Special Education Director
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

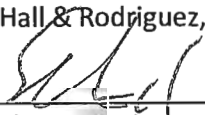
Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

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:

Sharyland ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Sharyland Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Sharyland Independent School District (Sharyland 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 Memorandum of Understanding (**MOU**) between the **HCHSP** and **Sharyland ISD** may not be amended except by a written document signed by **HCHSP** and **Sharyland ISD**.

Sharyland Independent School District "Sharyland 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 **Sharyland 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 statutes 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 child's classroom to the greatest extent possible. Head Start Performance Standards 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 **Sharyland ISD** and the **HCHSP** staff with the assistance of both Resources Departments.
- M. Follow **Sharyland ISD** requirements, policies and procedures as well as the Head Start Performance Standards and Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start “HCHSP” will:

- A. Assist the **Sharyland 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 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 **Sharyland 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 Sharyland 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 **MOU**, with or without cause, by giving ten (10) days written notice to the other.

Valley View ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Valley View Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Valley View Independent School District (Valley View 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 Memorandum of Understanding (**MOU**) between the **HCHSP** and **Valley View ISD** may not be amended except by a written document signed by **HCHSP** and **Valley View ISD**.

Valley View Independent School District “Valley View 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 **Valley View 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 statutes 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 child’s classroom to the greatest extent possible. Head Start Performance Standards 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 **Valley View ISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.
- M. Follow **Valley View ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Minimum Standards.

Hidalgo County Head Start “HCHSP” will:

- A. Assist the **Valley View 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 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 **Valley View 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 Valley View 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 **MOU**, with or without cause, by giving ten (10) days written notice to the other.

Term:

This MOU is in effect commencing on **August 1, 2018** and ending on **June 30, 2021**, 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 MOU is being made in consideration of the following: **Valley View Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Valley View Independent School District

Authorized Signature Date

Rolando Ramirez, Superintendent Of Schools
Print Name and Title

Authorized Signature Date

Perla Del Angel, Special Education Director
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

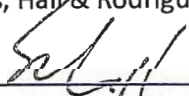
Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

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:

Weslaco ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Weslaco Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **Weslaco Independent School District (Weslaco 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 Memorandum of Understanding (**MOU**) between the **HCHSP** and **Weslaco ISD** may not be amended except by a written document signed by **HCHSP** and **Weslaco ISD**.

Weslaco Independent School District "Weslaco ISD" will:

- A. Diagnose and document 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 **Weslaco 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 statutes 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 child's classroom to the greatest extent possible. Head Start Performance Standards 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 as fulfill the required documentations for the **Weslaco ISD** and the **HCHSP** staff with the assistance of both Human Resources Departments.
- M. Follow **Weslaco ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start “HCHSP” will:

- A. Assist the **Weslaco 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 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 **Weslaco ISD’s** December 1st 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 Weslaco 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 **MOU**, with or without cause, by giving ten (10) days written notice to the other.*

