



Hidalgo County Head Start Program Policy Council Agenda

DATE: April 18, 2017




SUBJECT: Discussion/Approval of Request to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Hidalgo Independent School District

RATIONALE/NEED: The memorandum of Understanding (MOU) is to collaborate with the Hidalgo Independent School District to deliver services to Head Start Children and families for the school years 2018-2021. This partnership includes services of early childhood state certified teachers to address school readiness.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

INITIATED BY: Ambrosio Tovar, Procurement Director 
REVIEWED BY: Mr. Edmundo Garcia, Assistant Director 
EXECUTIVE DIRECTOR'S APPROVAL: Jeresa Flores 

**Memorandum of Understanding Between
Hidalgo I.S.D. and the
Hidalgo County Head Start Program
2018-2021**

Purpose:

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

HCHSP is a governmental entity under the auspices of Hidalgo County. **Hidalgo ISD** is a public education institution of the state of Texas. **HCHSP** and **HISD** each have Board of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and HISD Board) established per applicable statutes 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 is 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 **HISD** 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-eight (178) days. The daily operations will be from 7:45 a.m. to 5:15 p.m.

(Note: District Calendar will be used by both entities.)

Designated Center Site:

Designated site is located in District owned buildings and playground spaces whereby utilities and maintenance of facilities and playgrounds are provided by the District.

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

Hidalgo Elementary School

601 Second St.

Hidalgo, Texas 78557

Term:

The term of this Memorandum of Understanding is for Project Period commencing August 1, 2018 and ending June 30, 2021. By mutual consent both entities may renew this MOU for the next Project Period as approved.

Hidalgo ISD Responsibilities:

HISD will provide appropriate educational and supportive services to ensure children and families are school ready. Hidalgo ISD shall comply with and provide services 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), of the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 years old as of September 1, 2018, will be dual-enrolled and served by **HISD** and **HCHSP**. Collaboratively, the children will receive 3 hours of instruction in by bilingual early childhood education teacher. The dual-enrolled Pre-K children will be collaboratively served at the designated elementary campuses in **HISD**.

Partnership Responsibilities:

A. HISD will:

- a. Assign an **HISD** principal, instructional coach/es, and/or program specialist to the designated center to provide supervision, oversight, support and evaluation of the ISD teachers.
- b. Provide certified early childhood bilingual teachers to deliver 3 hours of instruction in each classroom in cognitive, physical and social emotional 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 HISD involving Head Start 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 **HISD** Special Education Program.
- g. Provide support staff to assist with various services to the children, parents, and teachers.
- h. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
- i. Meet monthly or on a regular basis with **HCHSP** designated personnel and facilitate the instructional process and other services.
- j. Provide an overview of the collaboration with the participating Administrator.
- k. Finance the **HISD** personnel and other resources.

B. The HISD Teacher / Staff will:

- a. Provide 3 hours of daily instruction in each classroom in cognitive, physical and social/emotional development to the **HCHSP** children utilizing the Texas State Pre-Kindergarten Guidelines, the Head Start Early Learning Outcomes Framework, research-based curricula for three years old and four years old, and research based assessment tools to guide instruction.
- b. Attend and/or assist in delivery of collaborative Professional Development for **HISD** 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 HISD 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.
- i. Provide assistance with daily attendance reporting.
- j. Follow collaboration protocol with any issues/concerns with may arise.
- k. Follow **HISD** requirement, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- l. Comply with any other responsibilities assigned by the immediate supervisor.
- m. Coordinate efforts with the **HCHSP** staff to register the children online.

C. HCHSP will:

- a. Assign a teacher and an assistant to the collaborative classrooms.
- b. Assign a Center Manager and Support Service personnel to monitor and oversee the Head Start program at the designated **HISD** campus.
- c. Coordinate efforts with **HISD** to identify children with special needs and follow the **HISD** referral process for identification and services.

- d. Identify personnel who will attend the ARDS conducted by **HISD**.
- e. Assist with the distribution, completion, and submission of the required **HISD** student enrollment documents within the first week of a child's enrollment.
- f. Coordinate with district staff to transition children to the **HISD** public schools at the end of each school year.
- g. Provide assistance with daily attendance reporting.
- h. Provide information concerning implementation of the integration of services as requested by designated district personnel.
- i. Provide a designated space to store instructional materials.
- j. Meet monthly or as needed with the designated **HISD** personnel.
- k. Schedule a time for the **HCHSP** and **HISD** teacher to plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
- l. Ensure that the classroom size meets the adult/child ration as required by state and federal standards.
- m. Finance program operations based on the **HCHSP** grant.
- n. Meet and maintain Texas child care licensing requirements and produce a copy of current license and promptly inform **HISD** of any change in license status.

D. Collaboratively **HISD 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 (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Develop a Collaboration Guide which details the partnership and its daily operation.
- f. Review program operations to avoid duplication of efforts.
- g. Meet on a regular basis to discuss the progress of the collaboration.
- h. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **HISD** and **HCHSP** requirements.
- i. Analyze and share data for program planning and improvement.
- j. Work together to meet attendance goal.
- k. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- l. Provide family services, parent engagement activities and home visits.
- m. Support all events which promote the partnership.
- n. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.
- o. Implement strategies to improve children's daily attendance.

General Conditions:

- A. 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.
- B. This agreement is made in Texas and shall constitute the complete understanding of **HISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- C. 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 disputes to arbitration, but to non-binding mediation in Hidalgo County, Texas.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ninety (90) days written notice to the other.

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.

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **HISD** shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. **HCHSP** and **HISD** agree to carry insurance in the amounts shown below:

Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability – Each Accident	\$1,000,000
Employers Liability – Each Employee	\$1,000,000
Employers Liability – Policy Limit	\$1,000,000

Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Personal & Advertising Injury	\$1,000,000

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Indemnification:

To the extent allowed by the law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by **HISD** Board of Trustees, and hold harmless **HISD** and their respective elected officials, employees, representatives and agents (collectively "**HISD** indemnitees") from and against all damages, losses, liens, caused 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 "**HISD** Claims") by any person or entity, arising out of, caused by, or resulting from **HCHSP** 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 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, **HISD** 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 **HISD'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 **HISD** employees, anyone directly employed by **HISD** or anyone for whose acts the **HISD** 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 **HISD** and **HCHSP** to provide the children the best service available.

Consideration:

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

Hidalgo Independent School District



Xavier Salinas, Superintendent of Schools

Print Name and Title

Hidalgo County Head Start Program

Honorable Ramon Garcia

Hidalgo County Judge

Teresa Flores, Executive Director

Hidalgo County Head Start

Date

Date

ATTEST:


By: _____

Arturo Guajardo, Jr.

Hidalgo County Clerk

Approved As to Form:

Atlas, Hall & Rodriguez, LLP

By:  _____

Stephen L. Crain

Approved As To Form:

Oxford & Gonzalez P.C.

By: _____

Ricardo Gonzalez

Date Approved by Policy Council _____

Date Approved by Commissioner's Court: _____