



Hidalgo County Head Start Program Policy Council Agenda

DATE: May 16, 2018

SUBJECT: Discussion/Approval of Request to Enter into a Memorandum of Understanding (MOU) for School Readiness Partnership Model (SRPM) Between Hidalgo County Head Start Program and the following Local Education Agencies:

School District	School District
Edcouch-Elsa ISD	Mission CISD
Edinburg CISD	Monte Alto ISD
La Joya ISD	PSJA ISD - ISRPM
McAllen ISD	PSJA ISD
Mercedes ISD	Weslaco ISD

RATIONALE/NEED: These Memoranda will establish collaborative partnerships between the school districts listed above and the Hidalgo County Head Start Program under the School Readiness Partnership Model (SRPM) to provide high quality education services to all eligible Head Start children and families.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

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

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

EXECUTIVE DIRECTOR'S APPROVAL *Jeres Flores*

Edcouch-Elsa ISD

**Memorandum of Understanding between
Hidalgo County Head Start Program
And
Edcouch-Elsa Independent School District
2018-2021**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an agreement between **Hidalgo County Head Start Program (HCHSP)** and the **EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT (EEISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **EEISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a component of Hidalgo County, Texas, a governmental entity. **EEISD** is a public education institution of the state of Texas. **HCHSP** and **EEISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and EEISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors 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 **EEISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall be agreed upon by both parties during the months of August through June. The daily operations will be from 7:45 am to 5:15 pm.

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

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **EEISD**:

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

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**.

EEISD Responsibilities:

EEISD will provide appropriate educational and supportive services to ensure children and families are school ready. EEISD shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1st, of each school year, will be dual-enrolled and served by EEISD and HCHSP. Collaboratively, the HCHSP children will receive 3 hours of instruction in cognitive development by a certified EEISD funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by HCHSP in a designated facility meeting Head Start, Child Care Licensing and school district requirements. In addition, the Children's Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston will provide opportunities for both organizations to collaborate and share student-level information through the online platform, CLI Engage. The purpose is to provide a framework for CLI to establish student-level permissions in CLI Engage shared between both parties.

Partnership Responsibilities:

A. EEISD will:

- a. Assign a EEISD principal, instructional coach/s, and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the EEISD teachers.
- b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating HCHSP children in each classroom.
- 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 EEISD involving HCHSP children.
- e. Supplement health services, educational services, parental training and other services as required by the children and their families.
- f. Assign special education teachers to provide services to children who are identified in need of special services through the EEISD Special Education Program.
- g. Arrange for a substitute when the EEISD teacher is absent.
- h. Provide supplemental 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 to facilitate the instructional process and other services.
- j. Provide an overview of the collaboration with the participating Administrators.
- k. Finance the EEISD personnel and other resources as appropriate.
- l. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 ea. Occurrence, and ii) General Aggregate \$600,000 HCHSP must be named as an additional insured.

B. The EEISD Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the HCHSP children utilizing a research based State Adopted Curriculum the Texas Pre-kinder Guidelines (up dated 2015).
- b. Attend and/or assist in delivery of collaborative Professional Development for EEISD and HCHSP as deemed appropriate.

- c. Participate with the **HCHSP** staff in the recruitment of children process.
- d. Implement a curriculum which is research based 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 **EEISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
- g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow **EEISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.
- l. Coordinate efforts with the **HCHSP** staff to enroll the children in the district.

C. HCHSP will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Coordinate efforts with **EEISD** to identify children with special needs and follow the **EEISD** referral process for identification and services.
- c. Identify personnel who will attend the ARDs conducted by **EEISD**.
- d. Assist with the distribution, completion, and submission of the required **EEISD** student enrollment documents within the first week of a child's enrollment.
- e. Coordinate with district staff to transition children to the **EEISD** public schools at the end of each school year.
- f. Provide assistance with daily attendance reporting.
- g. Meet monthly or as needed with the designated **EEISD** personnel.
- h. Schedule a time for the **HCHSP** teacher and **EEISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- j. Finance program operations based on the **HCHSP** grant.
- k. Will upload student-level data into CLI Engage.

D. Collaboratively EEISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.
- g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **EEISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Work together to meet attendance goal.
- j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- k. Provide family services, parent engagement activities and home visits.
- l. Support all events which promote the partnership.

- m. Organize and plan to sustain the partnership and promote a collaborative culture.
- n. No collaboration will be established for sharing and viewing student-level data in CLI Engage until this MOU has been approved by both parties.
- o. CLI will establish student-level data viewing and editing permissions for collaboration classrooms after a copy of the signed document and specific classroom collaboration details are received by CLI.
- p. Specific collaboration details of classes, teachers, and students must be provided to CLI before can collaborations are established in the CLI Engage database:
 - 1. Each party will designate a primary contact for all collaborations in the addendum.
 - 2. Collaboration information must be submitted to CLI in the approved format that includes the names of both parties, schools, and teacher(s) assigned to the shared classrooms.
 - 3. Primary contacts from both parties will approve collaboration details in writing via email.
- q. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- r. Both parties will be able to view and edit data for only those classes approved by both parties.
- s. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - 1. Community/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - 2. Principal/Directors will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 3. School Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- t. The parties will establish which party will upload student-level data into CLI Engage.
- u. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- v. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- w. CLI will require written consent from both parties before any changes are made to student-level permission for users who have access to view and edit student-level data.

Collaboration Classrooms

CLI will establish permissions for **EEISD** staff and **HCHSP** staff to view and edit student-level data for the schools and classes listed in the table below. Specific details for each classrooms must be received by CLI in the approved format, with written approval via email by both parties before collaborations will be established in the CLI Engage database.

PARTNER 1	School Name	Teacher	PARTNER 2	School Name	Teacher	Classroom
Hidalgo County Head Start	Edcouch Head Start	Leticia Prieto	Edcouch-Elsa ISD	Edcouch-Elsa Head Start	Kristy Garcia (AM)	1
Hidalgo County Head Start	Edcouch Head Start	Emidia Nino	Edcouch-Elsa ISD	Edcouch-Elsa Head Start	Ludivina Garcia (AM)	2
Hidalgo County Head Start	Edcouch Head Start	Andrea Alvarez	Edcouch-Elsa ISD	Edcouch-Elsa Head Start	San Juana Garcia (AM)	3
Hidalgo County Head Start	Edcouch Head Start	Delia Sustayta	Edcouch-Elsa ISD	Edcouch-Elsa Head Start	Crystal Soto (AM)	4
Hidalgo County Head Start	Edcouch Head Start	Tomasa Sustaita	Edcouch-Elsa ISD	Edcouch-Elsa Head Start	Ludivina Garcia (PM)	5
Hidalgo County Head Start	Edcouch Head Start	Tanya Vasquez	Edcouch-Elsa ISD	Edcouch-Elsa Head Start	Crystal Soto (PM)	6

Hidalgo County Head Start	Edcouch Head Start	Mario Frias	Edcouch-Elsa ISD	Edcouch-Elsa Head Start	San Juana Garcia (PM)	7
Hidalgo County Head Start	Edcouch Head Start	Diana Mendoza	Edcouch-Elsa ISD	Edcouch-Elsa Head Start	Kristy Garcia (PM)	8

Primary Contacts

Both partners must provide the name and contact information for the person who will approve collaboration details for classrooms on CLI Engage. Staff at the Children’s Learning Institute will direct all communication regarding collaboration classrooms to the persons listed below.

Partner 1:

Name: Rebecca Villarreal
 Title: Administrator for Education
 Email: Rebecca.villarreal@hchsp.org
 Phone Number: (956) 383-0706

Partner2:

Name: Frances Rocha
 Title: Assistant Superintendent
 Email: frocha@aeeisd.org
 Phone Number: (956) 262-6000

Transportation Services:

Assigned **EEISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **EEISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **EEISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Termination:

Either party may terminate the Agreement, with or without cause, by giving a thirty (30) 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 **EEISD** shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. **HCHSP** and **EEISD** agree to carry insurance in the amounts show 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	\$1,000,000
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 Personal Damage.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **EEISD** and their respective elected officials, employees, representatives and agents (collectively “**EEISD Indemnitees**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**EEISD Claims**”) by any person or entity, arising out of, caused by, or resulting from **HCHSP’s** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **EEISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **EEISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively “**HCHSP Indemnitees**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**HCHSP Claims**”) by any person or entity, arising out of, caused by, or resulting from **EEISD’s** performance under or breach of this Agreement and that are caused in whole or in part by

any negligent act, negligent omission or willful misconduct of **EEISD** employees, anyone directly employed by the **EEISD** or anyone for whose acts the **EEISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **EEISD** and **HCHSP** to provide the children the best services available.

Edcouch-Elsa Independent School District

Dr. Ronaldo J. Cavazos, Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

Stephen L. Crain

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

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

Edinburg
CISD

**Memorandum of Understanding between
Hidalgo County Head Start Program
And
Edinburg Consolidated Independent School District
2018-2021**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an agreement between **Hidalgo County Head Start Program (HCHSP)** and the **EDINBURG CONSOLIDATED SCHOOL DISTRICT (EDINBURG CISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **EDINBURG CISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a component of Hidalgo County, Texas, a governmental entity. **EDINBURG CISD** is a public education institution of the state of Texas. **HCHSP** and **EDINBURG CISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and EDINBURG CISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors 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 **EDINBURG CISD** 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 be agreed upon by both parties during the months of August through June. The daily operations will be from 7:45 am to 5:15 pm.

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

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **EDINBURG CISD**:

Edinburg I Head Start 225 South 25 th Street Edinburg, TX 78539	Edinburg II Head Start 1200 North 1 st Edinburg, TX 78539	Edinburg III Head Start 3817 Veterans Blvd. Edinburg, TX 78539	Edinburg IV Head Start 3215 Richardson Rd. Edinburg, TX 78539
Edinburg V Head Start 3500 E. FM 2812 Edinburg, TX 78539	San Carlos Head Start 134 N. 86 Edinburg, TX 78539	UT-RGV Head Start 1201 W. University Drive Edinburg, TX 78539	

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**.

EDINBURG CISD Responsibilities:

EDINBURG CISD will provide appropriate educational and supportive services to ensure children and families are school ready. **EDINBURG CISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1st of each school year, will be dual-enrolled and served by **EDINBURG CISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **EDINBURG CISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements. In addition, the Children's Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston will provide opportunities for both organizations to collaborate and share student-level information through the online platform, CLI Engage. The purpose is to provide a framework for CLI to establish student-level permissions in CLI Engage shared between both parties.

Partnership Responsibilities:**A. EDINBURG CISD will:**

- a. Assign a **EDINBURG CISD** principal, instructional coach/s, and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the **EDINBURG CISD** teachers.
- b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children in each classroom.
- 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 **EDINBURG CISD** involving **HCHSP** children.
- e. Supplement health services, educational services, parental training and other services as required by the children and their families.
- f. Assign special education teachers to provide services to children who are identified in need of special services through the **EDINBURG CISD** Special Education Program.
- g. Arrange for a substitute when the **EDINBURG CISD** teacher is absent.
- h. Provide supplemental 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 to facilitate the instructional process and other services.
- j. Provide an overview of the collaboration with the participating Administrators.
- k. Finance the **EDINBURG CISD** personnel and other resources as appropriate.
- l. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 ea. Occurrence, and ii) General Aggregate \$600,000 **HCHSP** must be named as an additional insured.

B. The EDINBURG CISD Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the HCHSP children utilizing a research based State Adopted Curriculum the Texas Pre-kinder Guidelines (up dated 2015).
- b. Attend and/or assist in delivery of collaborative Professional Development for EDINBURG CISD and HCHSP as deemed appropriate.
- c. Participate with the HCHSP staff in the recruitment of children process.
- d. Implement a curriculum which is research based 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 EDINBURG CISD and HCHSP staffs with the assistance of both Human Resource Departments.
- g. Collaborate and plan with the HCHSP teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. Inform the Center Manager and HCHSP teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow EDINBURG CISD requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.
- l. Coordinate efforts with the HCHSP staff to enroll the children in the district.

C. HCHSP will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Coordinate efforts with EDINBURG CISD to identify children with special needs and follow the EDINBURG CISD referral process for identification and services.
- c. Identify personnel who will attend the ARDs conducted by EDINBURG CISD.
- d. Assist with the distribution, completion, and submission of the required EDINBURG CISD student enrollment documents within the first week of a child's enrollment.
- e. Coordinate with district staff to transition children to the EDINBURG CISD public schools at the end of each school year.
- f. Provide assistance with daily attendance reporting.
- g. Meet monthly or as needed with the designated EDINBURG CISD personnel.
- h. Schedule a time for the HCHSP teacher and EDINBURG CISD teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- j. Finance program operations based on the HCHSP grant.
- k. Will upload student-level data into CLI Engage.

D. Collaboratively EDINBURG CISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.

- g. Perform children’s assessment and evaluation, and collaborative program evaluation, to meet **EDINBURG CISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Work together to meet attendance goal.
- j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- k. Provide family services, parent engagement activities and home visits.
- l. Support all events which promote the partnership.
- m. Organize and plan to sustain the partnership and promote a collaborative culture.
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- t. The parties will establish which party will upload student-level data into CLI Engage.
- u. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- v. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- w. CLI will require written consent from both parties before any changes are made to student-level permission for users who have access to view and edit student-level data.

Collaboration Classrooms

CLI will establish permissions for **ECISD** staff and **HCHSP** staff to view and edit student-level data for the schools and classes listed in the table below. Specific details for each classrooms must be received by CLI in the approved format, with written approval via email by both parties before collaborations will be established in the CLI Engage database.

PARTNER 1	School Name	Teacher	PARTNER 2	School Name	Teacher	Classroom
Hidalgo County Head Start	Edinburg I Head Start	Joni Ramirez	Edinburg CISD	Crawford Elementary	Cintia Trevino (AM)	1
Hidalgo County Head Start	Edinburg I Head Start	Noemi Aguirre	Edinburg CISD	Crawford Elementary	Martha Cavazos (PM)	2

Hidalgo County Head Start	Edinburg I Head Start	Eva Quintero	Edinburg CISD	Crawford Elementary	Cintia Trevino (AM)	3
Hidalgo County Head Start	Edinburg II Head Start	Gloria Garza	Edinburg CISD	Monte Cristo Elementary	Sandra Luevano (PM)	1
Hidalgo County Head Start	Edinburg II Head Start	Michele Hernandez	Edinburg CISD	Monte Cristo Elementary	Sandra Luevano (AM)	2
Hidalgo County Head Start	Edinburg III Head Start	Belen Tijerina	Edinburg CISD	Villarreal Elementary	Arlen Garcia (PM)	1
Hidalgo County Head Start	Edinburg III Head Start	Delia Maldonado	Edinburg CISD	Villarreal Elementary	Martha Cavazos (AM)	2
Hidalgo County Head Start	Edinburg III Head Start	Lolly Escobedo	Edinburg CISD	Villarreal Elementary	Arlen Garcia (AM)	3
Hidalgo County Head Start	Edinburg IV Head Start	Maria J. Casarez	Edinburg CISD	Eisenhower Elementary	Ashley Olivarez (PM)	1
Hidalgo County Head Start	Edinburg IV Head Start	Irma Diaz	Edinburg CISD	Eisenhower Elementary	Roxanne Rios (PM)	2
Hidalgo County Head Start	Edinburg IV Head Start	Blanca E. Balli	Edinburg CISD	Eisenhower Elementary	Darlene Gonzalez (PM)	3
Hidalgo County Head Start	Edinburg IV Head Start	Sofia Flores	Edinburg CISD	Eisenhower Elementary	Imelda Sanchez (AM)	4
Hidalgo County Head Start	Edinburg IV Head Start	Aracelie Hernadez	Edinburg CISD	Eisenhower Elementary	Roxanne Rios (AM)	5
Hidalgo County Head Start	Edinburg IV Head Start	Liza Ramirez	Edinburg CISD	Eisenhower Elementary	Ashley Olivarez (AM)	6
Hidalgo County Head Start	Edinburg IV Head Start	Fernando Quiroz	Edinburg CISD	Eisenhower Elementary	Cecelia Carrera (AM)	7
Hidalgo County Head Start	Edinburg IV Head Start	Irene Corpus	Edinburg CISD	Eisenhower Elementary	Darlene Gonzalez (AM)	8
Hidalgo County Head Start	Edinburg IV Head Start	María de Jesus Morales	Edinburg CISD	Eisenhower Elementary	Cecilia Carrera (PM)	9
Hidalgo County Head Start	Edinburg IV Head Start	Leddie Olivarez	Edinburg CISD	Eisenhower Elementary	Imelda Sanchez (PM)	10
Hidalgo County Head Start	Edinburg V Head Start	Alondra Torres	Edinburg CISD	Carmen Avila Elementary	Maria Flores (AM)	1
Hidalgo County Head Start	Edinburg V Head Start	San Juanita Moreno	Edinburg CISD	Carmen Avila Elementary	María Flores (PM)	2
Hidalgo County Head Start	Edinburg V Head Start	Loretta Gutierrez	Edinburg CISD	Carmen Avila Elementary	Maria Singletery (AM)	3
Hidalgo County Head Start	Edinburg V Head Start	Dora Rodriguez	Edinburg CISD	Carmen Avila Elementary	San Juanita Mireles (AM)	4
Hidalgo County Head Start	Edinburg V Head Start	Rachel Garcia	Edinburg CISD	Carmen Avila Elementary	San Juanita Mireles (PM)	5
Hidalgo County Head Start	Edinburg V Head Start	Ninfa Uresti	Edinburg CISD	Carmen Avila Elementary	Elizabeth Ramos (AM)	6
Hidalgo County Head Start	Edinburg V Head Start	Laura Valladares	Edinburg CISD	Carmen Avila Elementary	Elizabeth Ramos (PM)	7

Hidalgo County Head Start	Edinburg V Head Start	Nancy Solis	Edinburg CISD	Carmen Avila Elementary	Maria Singleterry (PM)	8
Hidalgo County Head Start	UT RGV Head Start	Esmeralda Fuentes	Edinburg CISD	E.B. Guerra Elementary	Blanca Rivera (PM)	1
Hidalgo County Head Start	UT RGV Head Start	Lucinda Molano	Edinburg CISD	E.B. Guerra Elementary	Blanca Rivera (AM)	2
Hidalgo County Head Start	San Carlos Head Start	Terri Garcia	Edinburg CISD	J.F. Kennedy Elementary	Lorena Trevino (AM)	1
Hidalgo County Head Start	San Carlos Head Start	Gloria Munoz	Edinburg CISD	J.F. Kennedy Elementary	Noelia Serna (PM)	2
Hidalgo County Head Start	San Carlos Head Start	Maria I. Hernandez	Edinburg CISD	J.F. Kennedy Elementary	Noelia Serna (AM)	3
Hidalgo County Head Start	San Carlos Head Start	Daina Castillo	Edinburg CISD	J.F. Kennedy Elementary	Lorena Trevino (PM)	4

Primary Contacts

Both partners must provide the name and contact information for the person who will approve collaboration details for classrooms on CLI Engage. Staff at the Children’s Learning Institute will direct all communication regarding collaboration classrooms to the persons listed below.

Partner 1:

Name: Rebecca Villarreal
 Title: Administrator for Education
 Email: Rebecca.villarreal@hchsp.org
 Phone Number: (956) 383-0706

Partner2:

Name: Patricio Escamilla
 Title: Migrant Department Coordinator
 Email: pescamilla@ecisd.us
 Phone Number: (956) 289-2300 Ext:2103

Transportation Services:

Assigned EDINBURG CISD School Readiness Partnership Model teachers will travel to HCHSP sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, EDINBURG CISD and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of EDINBURG CISD and HCHSP, and may not be modified in any manner without the express written consent of all parties.

- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Termination:

Either party may terminate the Agreement, with or without cause, by giving a thirty (30) 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 **EDINBURG CISD** 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 **EDINBURG CISD** agree to carry insurance in the amounts show 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	\$1,000,000
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 Personal Damage.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **EDINBURG CISD** and their respective elected officials, employees, representatives and agents (collectively “**EDINBURG CISD 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 “**EDINBURG CISD Claims**”) by any person or entity, arising out of, caused by, or resulting from **HCHSP’s** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act,

negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **EDINBURG CISD** 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, **EDINBURG CISD** 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 **EDINBURG CISD'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 **EDINBURG CISD** employees, anyone directly employed by the **EDINBURG CISD** or anyone for whose acts the **EDINBURG CISD** 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 **EDINBURG CISD** and **HCHSP** to provide the children the best services available.

Edinburg Consolidated Independent School District

Dr. Rene Gutierrez, Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

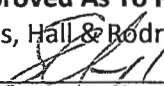
Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

Stephen T. Crain

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

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

La Joya

ISD

**Memorandum of Understanding between
Hidalgo County Head Start Program
And
La Joya Independent School District
2018-2021**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP)** and the **LA JOYA Independent School District (LA JOYA ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **LA JOYA ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a component of Hidalgo County, Texas, a governmental entity. **LA JOYA ISD** is a public education institution of the state of Texas. **HCHSP** and **LA JOYA ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **LA JOYA ISD** Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors 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 **LA JOYA ISD** 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 be agreed upon by both parties during the months of August through June. The daily operations will be from 7:45 am to 5:15 pm.

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

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **LA JOYA ISD**:

La Joya Head Start Center
607105 E. 5th & Leo Ave.
La Joya, TX 78560

Palmview II Head Start
618 N. Breyfogle Rd.
Palmview, TX 78574

Palmview III Head Start
1208 Paula Drive (Unit 3)
Palmview, TX 78574

Western Rd. Head Start
8245 E. Poinsetta Dr.
Mission, TX 78573

Sullivan City Head Start
379 E. Expressway 83
Sullivan City, TX 78595

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**.

LA JOYA ISD Responsibilities:

LA JOYA ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **LA JOYA ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1st of each school year will be dual-enrolled and served by **LA JOYA ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **LA JOYA ISD** funded **School Readiness Partnership Model (SRPM)** teacher in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements. In addition, the Children's Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston will provide opportunities for both organizations to collaborate and share student-level information through the online platform, CLI Engage. The purpose is to provide a framework for CLI to establish student-level permissions in CLI Engage shared between both parties.

Partnership Responsibilities:

A. LA JOYA ISD will:

- a. Assign a **LA JOYA ISD** principal, instructional coach/s, and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the **LA JOYA ISD** teachers.
- b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children in each classroom.
- 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 **LA JOYA ISD** involving **HCHSP** children.
- e. Supplement health services, educational services, parental training and other services as required by the children and their families.
- f. Assign special education teachers to provide services to children who are identified in need of special services through the **LA JOYA ISD** Special Education Program.
- g. Arrange for a substitute when the **LA JOYA ISD** teacher is absent.
- h. Provide supplemental 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 to facilitate the instructional process and other services.
- j. Provide an overview of the collaboration with the participating Administrators.
- k. Finance the **LA JOYA ISD** personnel and other resources as appropriate.
- l. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 ea. Occurrence, and ii) General Aggregate \$600,000 **HCHSP** must be named as an additional insured.

B. The LA JOYA ISD Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based State Adopted Curriculum the Texas Pre-kinder Guidelines (up dated 2015).
- b. Attend and/or assist in delivery of collaborative Professional Development for **LA JOYA ISD** and **HCHSP** as deemed appropriate.
- c. Participate with the **HCHSP** staff in the recruitment of children process.
- d. Implement a curriculum which is research based 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 **LA JOYA ISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
- g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow **LA JOYA ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.
- l. Coordinate efforts with the **HCHSP** staff to enroll the children in the district.

C. HCHSP will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Coordinate efforts with **LA JOYA ISD** to identify children with special needs and follow the **LA JOYA ISD** referral process for identification and services.
- c. Identify personnel who will attend the ARDs conducted by **LA JOYA ISD**.
- d. Assist with the distribution, completion, and submission of the required **LA JOYA ISD** student enrollment documents within the first week of a child's enrollment.
- e. Coordinate with district staff to transition children to the **LA JOYA ISD** public schools at the end of each school year.
- f. Provide assistance with daily attendance reporting.
- g. Meet monthly or as needed with the designated **LA JOYA ISD** personnel.
- h. Schedule a time for the **HCHSP** teacher and **LA JOYA ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- j. Finance program operations based on the **HCHSP** grant.
- k. Will upload student-level data into CLI Engage.

D. Collaboratively LA JOYA ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.

- g. Perform children’s assessment and evaluation, and collaborative program evaluation, to meet **LA JOYA ISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Work together to meet attendance goal.
- j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- k. Provide family services, parent engagement activities and home visits.
- l. Support all events which promote the partnership.
- m. Organize and plan to sustain the partnership and promote a collaborative culture.
- n. No collaboration will be established for sharing and viewing student-level data in CLI Engage until this MOU has been approved by both parties.
- o. CLI will establish student-level data viewing and editing permissions for collaboration classrooms after a copy of the signed document and specific classroom collaboration details are received by CLI.
- p. Specific collaboration details of classes, teachers, and students must be provided to CLI before can collaborations are established in the CLI Engage database:
 - 1. Each party will designate a primary contact for all collaborations in the addendum.
 - 2. Collaboration information must be submitted to CLI in the approved format that includes the names of both parties, schools, and teacher(s) assigned to the shared classrooms.
 - 3. Primary contacts from both parties will approve collaboration details in writing via email.
- q. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- r. Both parties will be able to view and edit data for only those classes approved by both parties.
- s. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - 1. Community/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - 2. Principal/Directors will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 3. School Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- t. The parties will establish which party will upload student-level data into CLI Engage.
- u. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- v. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- w. CLI will require written consent from both parties before any changes are made to student-level permission for users who have access to view and edit student-level data.

Collaboration Classrooms

CLI will establish permissions for **LA JOYA ISD** staff and **HCHSP** staff to view and edit student-level data for the schools and classes listed in the table below. Specific details for each classrooms must be received by CLI in the approved format, with written approval via email by both parties before collaborations will be established in the CLI Engage database.

PARTNER 1	School Name	Teacher	PARTNER 2	School Name	Teacher	Classroom
Hidalgo County Head Start	La Joya Head Start	Julissa Diaz	La Joya ISD	La Joya ISD Head Start	Amalia Jackson (AM)	1
Hidalgo County Head Start	La Joya Head Start	San Juana Cortez	La Joya ISD	La Joya ISD Head Start	Nancy Benavides (AM)	2

Hidalgo County Head Start	La Joya Head Start	Emmy Ozuna	La Joya ISD	La Joya ISD Head Start	Amalia Jackson (PM)	3
Hidalgo County Head Start	La Joya Head Start	Priscilla Silva	La Joya ISD	La Joya ISD Head Start	Nancy Benavides (PM)	4
Hidalgo County Head Start	Palmview II Head Start	Yadira Aguilar	La Joya ISD	La Joya ISD Head Start	Janet Hernandez (PM)	1
Hidalgo County Head Start	Palmview II Head Start	Alejandra Vera	La Joya ISD	La Joya ISD Head Start	Sylvia Carrillo (PM)	2
Hidalgo County Head Start	Palmview II Head Start	Maria Gonzalez	La Joya ISD	La Joya ISD Head Start	Sandra Antuna (PM)	3
Hidalgo County Head Start	Palmview II Head Start	Lilia Barrios-Felix	La Joya ISD	La Joya ISD Head Start	Mariam Figueroa (PM)	4
Hidalgo County Head Start	Palmview II Head Start	Amelia Perez	La Joya ISD	La Joya ISD Head Start	Sandra Antuna (AM)	5
Hidalgo County Head Start	Palmview II Head Start	Marlen Garcia	La Joya ISD	La Joya ISD Head Start	Janet Hernandez (AM)	6
Hidalgo County Head Start	Palmview II Head Start	Alma Solis	La Joya ISD	La Joya ISD Head Start	Sylvia Carrillo (AM)	7
Hidalgo County Head Start	Palmview II Head Start	Gladys Izquierdo	La Joya ISD	La Joya ISD Head Start	Mariam Figueroa (AM)	8
Hidalgo County Head Start	Palmview III Head Start	Maria Limas	La Joya ISD	La Joya ISD Head Start	Christian Perez (AM)	1
Hidalgo County Head Start	Palmview III Head Start	Nicolasa Chavez	La Joya ISD	La Joya ISD Head Start	Sandra Gamboa (AM)	2
Hidalgo County Head Start	Palmview III Head Start	Claudia Vela	La Joya ISD	La Joya ISD Head Start	Jimena Cantu (AM)	3
Hidalgo County Head Start	Palmview III Head Start	Alejandra Morales	La Joya ISD	La Joya ISD Head Start	Christian Perez (PM)	4
Hidalgo County Head Start	Palmview III Head Start	Janett Vazquez	La Joya ISD	La Joya ISD Head Start	Sandra Gamboa (PM)	5
Hidalgo County Head Start	Palmview III Head Start	Delia Garcia	La Joya ISD	La Joya ISD Head Start	Jimena Cantu (PM)	6
Hidalgo County Head Start	Western Road Head Start	Cassandra Gracia	La Joya ISD	La Joya ISD Head Start	Evelia Pruneda (AM)	1
Hidalgo County Head Start	Western Road Head Start	Abigail Martinez	La Joya ISD	La Joya ISD Head Start	Evelia Pruneda (PM)	2
Hidalgo County Head Start	Western Road Head Start	Irasema Neris	La Joya ISD	La Joya ISD Head Start	Isabel Gomez	3
Hidalgo County Head Start	Sullivan Head Start	Adriana Salinas	La Joya ISD	La Joya ISD Head Start	Gissela Garza (AM)	1
Hidalgo County Head Start	Sullivan Head Start	Martha Arechiga	La Joya ISD	La Joya ISD Head Start	Rubiola Klien (PM)	2
Hidalgo County Head Start	Sullivan Head Start	Esmeralda Fernandez	La Joya ISD	La Joya ISD Head Start	Rubiola Klien (AM)	3
Hidalgo County Head Start	Sullivan Head Start	Mayra Gonzalez	La Joya ISD	La Joya ISD Head Start	Gissela Garza (PM)	4

Primary Contacts

Both partners must provide the name and contact information for the person who will approve collaboration details for classrooms on CLI Engage. Staff at the Children's Learning Institute will direct all communication regarding collaboration classrooms to the persons listed below.

Partner 1:

Name: Rebecca Villarreal

Title: Administrator for Education

Email: Rebecca.villarreal@hchsp.org

Phone Number: (956) 383-0706

Partner2:

Name: Yesenia Gonzalez

Title: Elementary Principal

Email: y.gonzalez3@lajoyaisd.net

Phone Number: (956) 874-9665

Transportation Services:

Assigned **LA JOYA ISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **LA JOYA ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **LA JOYA ISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Termination:

Either party may terminate the Agreement, with or without cause, by giving a thirty (30) 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 **LA JOYA ISD** 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 **LA JOYA ISD** agree to carry insurance in the amounts show 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	\$1,000,000
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 Personal Damage.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **LA JOYA ISD** and their respective elected officials, employees, representatives and agents (collectively “**LA JOYA ISD 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 “**LA JOYA ISD Claims**”) by any person or entity, arising out of, caused by, or resulting from **HCHSP’s** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **LA JOYA ISD** 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, **LA JOYA ISD** 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 **LA JOYA ISD’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 **LA JOYA ISD** employees, anyone directly employed by the **LA JOYA ISD** or anyone for whose acts the **LA JOYA ISD** 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 LA JOYA ISD and HCHSP to provide the children the best services available.

La Joya Independent School District

Dr. Alda T. Benavides, Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

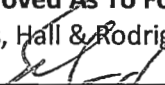
Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:

Atlas, Hall & Rodriguez, LLP

By: 

Stephen L. Crain

Approved As To Form:

Oxford & González, P.C.

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
2018-2021**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an agreement between **Hidalgo County Head Start Program (HCHSP)** and the **McALLEN SCHOOL DISTRICT (MISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **MISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a component of Hidalgo County, Texas, a governmental entity. **MISD** is a public education institution of the state of Texas. **HCHSP** and **MISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and MISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors 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 **MISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall be agreed upon by both parties during the months of August through June. The daily operations will be from 7:45 am to 5:15 pm.

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

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **MISD**:

Navarro Head Start 2100 W. Hackberry Ave. McAllen, TX 78501	McAllen Roosevelt Head Start 4801 S. 26 th Street McAllen, TX 78503
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Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**.

MISD Responsibilities:

MISD will provide appropriate educational and supportive services to ensure children and families are school ready. **MISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1st of each school year will be dual-enrolled and served by **MISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **MISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements. In addition, the Children's Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston will provide opportunities for both organizations to collaborate and share student-level information through the online platform, CLI Engage. The purpose is to provide a framework for CLI to establish student-level permissions in CLI Engage shared between both parties.

Partnership Responsibilities:

A. MISD will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Assign a **MISD** principal, instructional coach/s, and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the **MISD** teachers.
- c. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children in each classroom.
- d. 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.
- e. Permit **HCHSP** representatives to attend ARDs conducted by **MISD** involving **HCHSP** children.
- f. Supplement health services, educational services, parental training and other services as required by the children and their families.
- g. Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program.
- h. Arrange for a substitute when the **MISD** teacher is absent.
- i. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- j. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- k. Provide an overview of the collaboration with the participating Administrators.
- l. Finance the **MISD** personnel and other resources as appropriate.
- m. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 ea. Occurrence, and ii) General Aggregate \$600,000 **HCHSP** must be named as an additional insured.

B. The MISD Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based State Adopted Curriculum the Texas Pre-kinder Guidelines (up dated 2015).
- b. Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **HCHSP** as deemed appropriate.
- c. Participate with the **HCHSP** staff in the recruitment of children process.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development.
- e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
- f. Complete and fulfill the required documentation for **MISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
- g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow **MISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.
- l. Coordinate efforts with the **HCHSP** staff to enroll the children in the district.

C. HCHSP will:

- a. Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services.
- b. Identify personnel who will attend the ARDs conducted by **MISD**.
- c. Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment.
- d. Coordinate with district staff to transition children to the MISD public schools at the end of each school year.
- e. Provide assistance with daily attendance reporting.
- f. Meet monthly or as needed with the designated **MISD** personnel.
- g. Schedule a time for the **HCHSP** teacher and **MISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- h. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- i. Finance program operations based on the **HCHSP** grant.
- j. Will upload student-level data into CLI Engage.

D. Collaboratively MISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.
- g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Work together to meet attendance goal.
- j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).

- k. Provide family services, parent engagement activities and home visits.
- l. Support all events which promote the partnership.
- m. Organize and plan to sustain the partnership and promote a collaborative culture.
- n. No collaboration will be established for sharing and viewing student-level data in CLI Engage until this MOU has been approved by both parties.
- o. CLI will establish student-level data viewing and editing permissions for collaboration classrooms after a copy of the signed document and specific classroom collaboration details are received by CLI.
- p. Specific collaboration details of classes, teachers, and students must be provided to CLI before can collaborations are established in the CLI Engage database:
 - 1. Each party will designate a primary contact for all collaborations in the addendum.
 - 2. Collaboration information must be submitted to CLI in the approved format that includes the names of both parties, schools, and teacher(s) assigned to the shared classrooms.
 - 3. Primary contacts from both parties will approve collaboration details in writing via email.
- q. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- r. Both parties will be able to view and edit data for only those classes approved by both parties.
- s. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - 1. Community/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - 2. Principal/Directors will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 3. School Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- t. The parties will establish which party will upload student-level data into CLI Engage.
- u. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- v. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- w. CLI will require written consent from both parties before any changes are made to student-level permission for users who have access to view and edit student-level data.

Collaboration Classrooms

CLI will establish permissions for **MISD** staff and **HCHSP** staff to view and edit student-level data for the schools and classes listed in the table below. Specific details for each classrooms must be received by CLI in the approved format, with written approval via email by both parties before collaborations will be established in the CLI Engage database.

PARTNER 1	School Name	Teacher	PARTNER 2	School Name	Teacher	Classroom
Hidalgo County Head Start	Navarro Head Start	N/A	McAllen ISD	Early Childhood Center	-----	1
Hidalgo County Head Start	Navarro Head Start	Anne Genovese	McAllen ISD	Early Childhood Center	Cecilia Compean (PM)	2
Hidalgo County Head Start	Navarro Head Start	Erica Banda	McAllen ISD	Navarro Elementary	Olivia Ramirez (AM)	3
Hidalgo County Head Start	Navarro Head Start	Gloria Esparza	McAllen ISD	Early Childhood Center	Rosa Vaca (AM)	4
Hidalgo County Head Start	Navarro Head Start	Nora Galvan	McAllen ISD	Early Childhood Center	Rosa Vaca (PM)	5

Hidalgo County Head Start	Navarro Head Start	Diana Reyna	McAllen ISD	Early Childhood Center	Zulema Tamez (PM)	6
Hidalgo County Head Start	Navarro Head Start	Monica Saenz	McAllen ISD	Early Childhood Center	Zulema Tamez (AM)	7
Hidalgo County Head Start	Navarro Head Start	Anabel Cantu	McAllen ISD	Early Childhood Center	Myra Reyes (PM)	8
Hidalgo County Head Start	Navarro Head Start	Jonathan Garcia	McAllen ISD	Early Childhood Center	Mayra Rodriguez (AM)	1
Hidalgo County Head Start	Navarro Head Start	Rocio Estrella	McAllen ISD	Early Childhood Center	Mayra Rodriguez (PM)	2
Hidalgo County Head Start	Navarro Head Start	Abigail Garcia	McAllen ISD	Early Childhood Center	Cecilia Compean (AM)	3
Hidalgo County Head Start	Navarro Head Start	Rosa Torero	McAllen ISD	Early Childhood Center	Monica Alvarez (AM)	4
Hidalgo County Head Start	Navarro Head Start	Nikaela Zamudio	McAllen ISD	Early Childhood Center	Monica Alvarez (PM)	5
Hidalgo County Head Start	McAllen Roosevelt Head Start	Marianita Garcia	McAllen ISD	Early Childhood Center	Zahira Garcia (AM)	1
Hidalgo County Head Start	McAllen Roosevelt Head Start	Imelda Rodriguez	McAllen ISD	Roosevelt Elementary	Yadira Zamora (PM)	2
Hidalgo County Head Start	McAllen Roosevelt Head Start	Leticia Alvarez	McAllen ISD	Early Childhood Center	Ramon Sifuentes (AM)	3
Hidalgo County Head Start	McAllen Roosevelt Head Start	Myrna Pena	McAllen ISD	Early Childhood Center	Angelita Noriega (PM)	1
Hidalgo County Head Start	McAllen Roosevelt Head Start	Nadia Gutierrez	McAllen ISD	Early Childhood Center	Ramon Sifuentes (PM)	2
Hidalgo County Head Start	McAllen Roosevelt Head Start	Irma Castro	McAllen ISD	Early Childhood Center	Angelita Noriega (AM)	3

Primary Contacts

Both partners must provide the name and contact information for the person who will approve collaboration details for classrooms on CLI Engage. Staff at the Children’s Learning Institute will direct all communication regarding collaboration classrooms to the persons listed below.

Partner 1:

Name: Rebecca Villarreal
Title: Administrator for Education
Email: Rebecca.villarreal@hchsp.org
Phone Number: (956) 383-0706

Partner2:

Name: Paz Elizondo
Title: Director of Staff Development and Grant Compliance
Email: paz.elizondojr@mcallenisd.net
Phone Number: (956) 225-7913

Transportation Services:

Assigned **MISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Termination:

Either party may terminate the Agreement, with or without cause, by giving a thirty (30) 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 **MISD** 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 **MISD** agree to carry insurance in the amounts show 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	\$1,000,000
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 Personal Damage.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively “**MISD Indemnitees**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**MISD Claims**”) by any person or entity, arising out of, caused by, or resulting from **HCHSP’s** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively “**HCHSP Indemnitees**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**HCHSP Claims**”) by any person or entity, arising out of, caused by, or resulting from **MISD’s** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts the **MISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

{Signature page to follow}

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **MISD** and **HCHSP** to provide the children the best services available.

McAllen Independent School District

Dr. Jose A. Gonzalez, Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

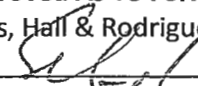
Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

Stephen L. Crain

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

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

Mercedes ISD

**Memorandum of Understanding between
Hidalgo County Head Start Program
And
Mercedes Independent School District
2018-2021**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP)** and the **MERCEDES Independent School District (MERCEDES ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **MERCEDES ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a component of Hidalgo County, Texas, a governmental entity. **MERCEDES ISD** is a public education institution of the state of Texas. **HCHSP** and **MERCEDES ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **MERCEDES ISD** Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors 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 **MERCEDES ISD** 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 be agreed upon by both parties during the months of August through June. The daily operations will be from 7:45 am to 5:15 pm.

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

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **MERCEDES ISD**:

Mercedes Head Start Center
950 W. 6th Street
Mercedes, Texas 78570

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**.

MERCEDES ISD Responsibilities:

MERCEDES ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **MERCEDES ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1st of each school year will be dual-enrolled and served by **MERCEDES ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **MERCEDES ISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements. In addition, the Children's Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston will provide opportunities for both organizations to collaborate and share student-level information through the online platform, CLI Engage. The purpose is to provide a framework for CLI to establish student-level permissions in CLI Engage shared between both parties.

Partnership Responsibilities:

A. MERCEDES ISD will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Assign a **MERCEDES ISD** principal, instructional coach/s, and/or other district liaison to the **MERCEDES** Head Start facility to provide supervision, oversight, support and evaluation of the **MERCEDES ISD** teachers.
- c.
- d. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children in each classroom.
- e. 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.
- f. Permit **HCHSP** representatives to attend ARDs conducted by **MERCEDES ISD** involving **HCHSP** children.
- g. Supplement health services, educational services, parental training and other services as required by the children and their families.
- h. Assign special education teachers to provide services to children who are identified in need of special services through the **MERCEDES ISD** Special Education Program.
- i. Arrange for a substitute when the **MERCEDES ISD** teacher is absent.
- j. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- k. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- l. Provide an overview of the collaboration with the participating Administrators.
- m. Finance the **MERCEDES ISD** personnel and other resources as appropriate.
- n. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 ea. Occurrence, and ii) General Aggregate \$600,000 **HCHSP** must be named as an additional insured.

B. The MERCEDES ISD Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based State Adopted Curriculum the Texas Pre-kinder Guidelines (up dated 2015).
- b. Attend and/or assist in delivery of collaborative Professional Development for **MERCEDES ISD** and **HCHSP** as deemed appropriate.
- c. Participate with the **HCHSP** staff in the recruitment of children process.
- d. Implement a curriculum which is research based 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 **MERCEDES ISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
- g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow **MERCEDES ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.
- l. Coordinate efforts with the **HCHSP** staff to enroll the children in the district.

C. HCHSP will:

- a. Coordinate efforts with **MERCEDES ISD** to identify children with special needs and follow the **MERCEDES ISD** referral process for identification and services.
- b. Identify personnel who will attend the ARDs conducted by **MERCEDES ISD**.
- c. Assist with the distribution, completion, and submission of the required **MERCEDES ISD** student enrollment documents within the first week of a child's enrollment.
- d. Coordinate with district staff to transition children to the **MERCEDES ISD** public schools at the end of each school year.
- e. Provide assistance with daily attendance reporting.
- f. Meet monthly or as needed with the designated **MERCEDES ISD** personnel.
- g. Schedule a time for the **HCHSP** teacher and **MERCEDES ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- h. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- i. Finance program operations based on the **HCHSP** grant.
- j. Will upload student-level data into CLI Engage.

D. Collaboratively MERCEDES ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.
- g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MERCEDES ISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Work together to meet attendance goal.

- j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- k. Provide family services, parent engagement activities and home visits.
- l. Support all events which promote the partnership.
- m. Organize and plan to sustain the partnership and promote a collaborative culture.
- n. No collaboration will be established for sharing and viewing student-level data in CLI Engage until this MOU has been approved by both parties.
- o. CLI will establish student-level data viewing and editing permissions for collaboration classrooms after a copy of the signed document and specific classroom collaboration details are received by CLI.
- p. Specific collaboration details of classes, teachers, and students must be provided to CLI before can collaborations are established in the CLI Engage database:
 - 1. Each party will designate a primary contact for all collaborations in the addendum.
 - 2. Collaboration information must be submitted to CLI in the approved format that includes the names of both parties, schools, and teacher(s) assigned to the shared classrooms.
 - 3. Primary contacts from both parties will approve collaboration details in writing via email.
- q. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- r. Both parties will be able to view and edit data for only those classes approved by both parties.
- s. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - 1. Community/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - 2. Principal/Directors will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 3. School Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- t. The parties will establish which party will upload student-level data into CLI Engage.
- u. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- v. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- w. CLI will require written consent from both parties before any changes are made to student-level permission for users who have access to view and edit student-level data.

Collaboration Classrooms

CLI will establish permissions for **MERCEDES ISD** staff and **HCHSP** staff to view and edit student-level data for the schools and classes listed in the table below. Specific details for each classrooms must be received by CLI in the approved format, with written approval via email by both parties before collaborations will be established in the CLI Engage database.

PARTNER 1	School Name	Teacher	PARTNER 2	School Name	Teacher	Classroom
Hidalgo County Head Start	Mercedes Head Start	Vacant	Mercedes ISD	John F Kennedy Elementary	Ana Gallegos (PM)	1
Hidalgo County Head Start	Mercedes Head Start	Brenda Martinez	Mercedes ISD	John F Kennedy Elementary	Ana Gallegos (AM)	2
Hidalgo County Head Start	Mercedes Head Start	Abigail Rosas	Mercedes ISD	John F Kennedy Elementary	Monica Lopez (AM)	3
Hidalgo County Head Start	Mercedes Head Start	Jessica Venegas	Mercedes ISD	John F Kennedy Elementary	Laura Reyes (AM)	4
Hidalgo County Head Start	Mercedes Head Start	Liza Moreno	Mercedes ISD	John F Kennedy Elementary	Laura Reyes (PM)	5

Hidalgo County Head Start	Mercedes Head Start	Mayra Trevino	Mercedes ISD	John F Kennedy Elementary	Monica Lopez (PM)	6
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Primary Contacts

Both partners must provide the name and contact information for the person who will approve collaboration details for classrooms on CLI Engage. Staff at the Children’s Learning Institute will direct all communication regarding collaboration classrooms to the persons listed below.

Partner 1:

Name: Rebecca Villarreal
 Title: Administrator for Education
 Email: Rebecca.villarreal@hchsp.org
 Phone Number: (956) 383-0706

Partner2:

Name: Gloria Garza
 Title: TLI Director
 Email: gfgarza@misdtx.net
 Phone Number: (956) 825-5096

Transportation Services:

Assigned **MERCEDES ISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **MERCEDES ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **MERCEDES ISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Termination:

Either party may terminate the Agreement, with or without cause, by giving a thirty (30) 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 **MERCEDES ISD** 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 **MERCEDES ISD** agree to carry insurance in the amounts show 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	\$1,000,000
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 Personal Damage.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **MERCEDES ISD** and their respective elected officials, employees, representatives and agents (collectively “**MERCEDES ISD 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 “**MERCEDES ISD Claims**”) by any person or entity, arising out of, caused by, or resulting from **HCHSP’s** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MERCEDES ISD** 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, **MERCEDES ISD** 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 **MERCEDES ISD'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 **MERCEDES ISD** employees, anyone directly employed by the **MERCEDES ISD** or anyone for whose acts the **MERCEDES ISD** 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 **MERCEDES ISD** and **HCHSP** to provide the children the best services available.

Mercedes Independent School District

Dr. Daniel Treviño, Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

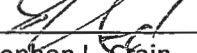
Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

By: 

Stephen L. Crain

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

By: _____
Ricardo González

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

Mission

CISD

**Memorandum of Understanding between
Hidalgo County Head Start Program
And
Mission Consolidated Independent School District
2018-2021**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an agreement between **Hidalgo County Head Start Program (HCHSP)** and the **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (MISSION CISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **MISSION CISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a component of Hidalgo County, Texas, a governmental entity. **MISSION CISD** is a public education institution of the state of Texas. **HCHSP** and **MISSION CISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and MISSION CISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors 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 **MISSION CISD** 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 be agreed upon by both parties during the months of August through June. The daily operations will be from 7:45 am to 5:15 pm.

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

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **MISSION CISD**:

Alton Head Start	Mission I Head Start	Mission II Head Start	Mission III Head Start	Mission IV Head Start
202 W. Dawes Ave. Alton, TX 78572	115 Mayberry Mission, TX 78572	1105 East 8 th Street Mission, TX 78572	3401 N. Mayberry Mission, TX 78574	301 South Inspiration Mission, TX 78574

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**.

MISSION CISD Responsibilities:

MISSION CISD will provide appropriate educational and supportive services to ensure children and families are school ready. **MISSION CISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1st of each school year will be dual-enrolled and served by **MISSION CISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **MISSION CISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements. In addition, the Children's Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston will provide opportunities for both organizations to collaborate and share student-level information through the online platform, CLI Engage. The purpose is to provide a framework for CLI to establish student-level permissions in CLI Engage shared between both parties.

Partnership Responsibilities:

A. MISSION CISD will:

- a. Assign a **MISSION CISD** principal, instructional coach/s, and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the **MISSION CISD** teachers.
- b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children in each classroom.
- 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 **MISSION CISD** involving **HCHSP** children.
- e. Supplement health services, educational services, parental training and other services as required by the children and their families.
- f. Assign special education teachers to provide services to children who are identified in need of special services through the **MISSION CISD** Special Education Program.
- g. Arrange for a substitute when the **MISSION CISD** teacher is absent.
- h. Provide supplemental 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 to facilitate the instructional process and other services.
- j. Provide an overview of the collaboration with the participating Administrators.
- k. Finance the **MISSION CISD** personnel and other resources as appropriate.
- l. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 ea. Occurrence, and ii) General Aggregate \$600,000 **HCHSP** must be named as an additional insured.

B. The MISSION CISD Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based State Adopted Curriculum the Texas Pre-kinder Guidelines (updated 2015).

- b. Attend and/or assist in delivery of collaborative Professional Development for **MISSION CISD** and **HCHSP** as deemed appropriate.
- c. Participate with the **HCHSP** staff in the recruitment of children process.
- d. Implement a curriculum which is research based 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 **MISSION CISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
- g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow **MISSION CISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.
- l. Coordinate efforts with the **HCHSP** staff to enroll the children in the district.

C. HCHSP will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Coordinate efforts with **MISSION CISD** to identify children with special needs and follow the **MISSION CISD** referral process for identification and services.
- c. Identify personnel who will attend the ARDs conducted by **MISSION CISD**.
- d. Assist with the distribution, completion, and submission of the required **MISSION CISD** student enrollment documents within the first week of a child's enrollment.
- e. Coordinate with district staff to transition children to the **MISSION CISD** public schools at the end of each school year.
- f. Provide assistance with daily attendance reporting.
- g. Meet monthly or as needed with the designated **MISSION CISD** personnel.
- h. Schedule a time for the **HCHSP** teacher and **MISSION CISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- j. Finance program operations based on the **HCHSP** grant.
- k. Will upload student-level data into CLI Engage.

D. Collaboratively MISSION CISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.
- g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISSION CISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Work together to meet attendance goal.
- j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).

- k. Provide family services, parent engagement activities and home visits.
- l. Support all events which promote the partnership.
- m. Organize and plan to sustain the partnership and promote a collaborative culture.
- n. No collaboration will be established for sharing and viewing student-level data in CLI Engage until this MOU has been approved by both parties.
- o. CLI will establish student-level data viewing and editing permissions for collaboration classrooms after a copy of the signed document and specific classroom collaboration details are received by CLI.
- p. Specific collaboration details of classes, teachers, and students must be provided to CLI before can collaborations are established in the CLI Engage database:
 - 1. Each party will designate a primary contact for all collaborations in the addendum.
 - 2. Collaboration information must be submitted to CLI in the approved format that includes the names of both parties, schools, and teacher(s) assigned to the shared classrooms.
 - 3. Primary contacts from both parties will approve collaboration details in writing via email.
- q. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- r. Both parties will be able to view and edit data for only those classes approved by both parties.
- s. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - 1. Community/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - 2. Principal/Directors will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 3. School Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- t. The parties will establish which party will upload student-level data into CLI Engage.
- u. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- v. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- w. CLI will require written consent from both parties before any changes are made to student-level permission for users who have access to view and edit student-level data.

Collaboration Classrooms

CLI will establish permissions for **MCISD** staff and **HCHSP** staff to view and edit student-level data for the schools and classes listed in the table below. Specific details for each classrooms must be received by CLI in the approved format, with written approval via email by both parties before collaborations will be established in the CLI Engage database.

PARTNER 1	School Name	Teacher	PARTNER 2	School Name	Teacher	Classroom
Hidalgo County Head Start	Alton Head Start	Miriam Molina	Mission CISD	Salinas Elementary	Vilma Cuellar (PM)	1
Hidalgo County Head Start	Alton Head Start	Valeria Maldonado	Mission CISD	Salinas Elementary	Bertha Saavedra (PM)	2
Hidalgo County Head Start	Alton Head Start	Nora Tovar	Mission CISD	Salinas Elementary	Bertha Saavedra (AM)	3
Hidalgo County Head Start	Alton Head Start	Gicela Perez	Mission CISD	Salinas Elementary	Joanna Guel (PM)	4
Hidalgo County Head Start	Alton Head Start	Brenda Aguilar	Mission CISD	Salinas Elementary	Joanna Guel (AM)	5
Hidalgo County Head Start	Alton Head Start	Alma Mata	Mission CISD	Salinas Elementary	Vilma Cuellar (AM)	6

Hidalgo County Head Start	Mission I Head Start	Janet Ruiz	Mission CISD	Castro Elementary	Bianca Zubiria (PM)	1
Hidalgo County Head Start	Mission I Head Start	Sandy Olvera	Mission CISD	Castro Elementary	Norma Mercado (PM)	2
Hidalgo County Head Start	Mission I Head Start	N/A	Mission CISD	-----	-----	3
Hidalgo County Head Start	Mission I Head Start	Mirna Guerrero	Mission CISD	Castro Elementary	Bianca Zubiria (AM)	4
Hidalgo County Head Start	Mission II Head Start	Roxanna Salas	Mission CISD	Escobar-Rios Elementary	Elizabeth Tagle (AM)	1
Hidalgo County Head Start	Mission II Head Start	Cristina Fonseca	Mission CISD	Escobar-Rios Elementary	Elizabeth Tagle (PM)	2
Hidalgo County Head Start	Mission II Head Start	Nicolas Ramirez	Mission CISD	Escobar-Rios Elementary	Sylvia Hernandez (AM)	3
Hidalgo County Head Start	Mission II Head Start	Lisa Fuentes	Mission CISD	Escobar-Rios Elementary	Erika Chapa (PM)	4
Hidalgo County Head Start	Mission II Head Start	Dulce Puente	Mission CISD	Escobar-Rios Elementary	Liliana Elizondo (AM)	5
Hidalgo County Head Start	Mission II Head Start	Perla Pruneda	Mission CISD	Escobar-Rios Elementary	Erika Chapa (AM)	6
Hidalgo County Head Start	Mission II Head Start	Dora Garcia	Mission CISD	Escobar-Rios Elementary	Liliana Elizondo (PM)	7
Hidalgo County Head Start	Mission III Head Start	Zulema Gomez	Mission CISD	Midkiff Elementary	Cassandra Condado	1
Hidalgo County Head Start	Mission III Head Start	Jo-Anna Salas	Mission CISD	Midkiff Elementary	Sylvia Hernandez (PM)	2
Hidalgo County Head Start	Mission III Head Start	Josie Garcia	Mission CISD	Midkiff Elementary	Cassandra Condado	3
Hidalgo County Head Start	Mission IV Head Start	Carmen Torres	Mission CISD	Leal Elementary	Norma Mercado (AM)	1
Hidalgo County Head Start	Mission IV Head Start	Rosa Dominguez	Mission CISD	Leal Elementary	Yessica Lozano (PM)	2
Hidalgo County Head Start	Mission IV Head Start	Karina Rosales	Mission CISD	Leal Elementary	Yessica Lozano (AM)	3

Primary Contacts

Both partners must provide the name and contact information for the person who will approve collaboration details for classrooms on CLI Engage. Staff at the Children's Learning Institute will direct all communication regarding collaboration classrooms to the persons listed below.

Partner 1:

Name: Rebecca Villarreal
 Title: Administrator for Education
 Email: Rebecca.villarreal@hchsp.org
 Phone Number: (956) 383-0706

Partner2:

Name: Frances Sanchez
 Title: Executive Director Elementary Education
 Email: fsanch53@mcisd.org
 Phone Number: (956) 323-5507

Transportation Services:

Assigned **MISSION CISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **MISSION CISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **MISSION CISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Termination:

Either party may terminate the Agreement, with or without cause, by giving a thirty (30) 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 **MISSION CISD** 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 **MISSION CISD** agree to carry insurance in the amounts show 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	\$1,000,000
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 Personal Damage.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **MISSION CISD** and their respective elected officials, employees, representatives and agents (collectively “**MISSION CISD 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 “**MISSION CISD Claims**”) by any person or entity, arising out of, caused by, or resulting from **HCHSP’s** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISSION CISD** 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, **MISSION CISD** 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 **MISSION CISD’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 **MISSION CISD** employees, anyone directly employed by the **MISSION CISD** or anyone for whose acts the **MISSION CISD** 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.

{Signature page to follow}

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 **MISSION CISD** and **HCHSP** to provide the children the best services available.

Mission Consolidated Independent School District

Dr. Ricardo Lopez, Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

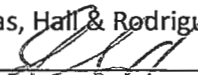
Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

Stephen L. Crain

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

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

Monte Alto ISD

**Memorandum of Understanding between
Hidalgo County Head Start Program
And
Monte Alto Independent School District
2018-2021**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an agreement between **Hidalgo County Head Start Program (HCHSP)** and the **MONTE ALTO INDEPENDENT SCHOOL DISTRICT (MONTE ALTO ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **MONTE ALTO ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a component of Hidalgo County, Texas, a governmental entity. **MONTE ALTO ISD** is a public education institution of the state of Texas. **HCHSP** and **MONTE ALTO ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and MONTE ALTO ISD Board of Trustees) 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 ensure 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 **MONTE ALTO ISD** 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 be agreed upon by both parties during the months of August through June. The daily operations will be from 7:45 am to 5:15 pm.

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

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **MONTE ALTO ISD**:

Monte Alto Head Start
25249 1st Street
Monte Alto, TX 78538

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**.

MONTE ALTO ISD Responsibilities:

MONTE ALTO ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **MONTE ALTO ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1st of each school year will be dual-enrolled and served by **MONTE ALTO ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **MONTE ALTO ISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements. In addition, the Children's Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston will provide opportunities for both organizations to collaborate and share student-level information through the online platform, CLI Engage. The purpose is to provide a framework for CLI to establish student-level permissions in CLI Engage shared between both parties.

Partnership Responsibilities:

A. MONTE ALTO ISD will:

- a. Assign a **MONTE ALTO ISD** principal, instructional coach/s, and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the **MONTE ALTO ISD** teachers.
- b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children in each classroom.
- 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 **MONTE ALTO ISD** involving **HCHSP** children.
- e. Supplement health services, educational services, parental training and other services as required by the children and their families.
- f. Assign special education teachers to provide services to children who are identified in need of special services through the **MONTE ALTO ISD** Special Education Program.
- g. Arrange for a substitute when the **MONTE ALTO ISD** teacher is absent.
- h. Provide supplemental 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 to facilitate the instructional process and other services.
- j. Provide an overview of the collaboration with the participating Administrators.
- k. Finance the **MONTE ALTO ISD** personnel and other resources as appropriate.
- l. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 ea. Occurrence, and ii) General Aggregate \$600,000 **HCHSP** must be named as an additional insured.

B. The MONTE ALTO ISD Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based State Adopted Curriculum the Texas Pre-kinder Guidelines (up dated 2015).
- b. Attend and/or assist in delivery of collaborative Professional Development for **MONTE ALTO ISD** and **HCHSP** as deemed appropriate.
- c. Participate with the **HCHSP** staff in the recruitment of children process.
- d. Implement a curriculum which is research based 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 **MONTE ALTO ISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
- g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow **MONTE ALTO ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.
- l. Coordinate efforts with the **HCHSP** staff to enroll the children in the district.

C. HCHSP will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Coordinate efforts with **MONTE ALTO ISD** to identify children with special needs and follow the **MONTE ALTO ISD** referral process for identification and services.
- c. Identify personnel who will attend the ARDs conducted by **MONTE ALTO ISD**.
- d. Assist with the distribution, completion, and submission of the required **MONTE ALTO ISD** student enrollment documents within the first week of a child's enrollment.
- e. Coordinate with district staff to transition children to the **MONTE ALTO ISD** public schools at the end of each school year.
- f. Provide assistance with daily attendance reporting.
- g. Meet monthly or as needed with the designated **MONTE ALTO ISD** personnel.
- h. Schedule a time for the **HCHSP** teacher and **MONTE ALTO ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- j. Finance program operations based on the **HCHSP** grant.
- k. Will upload student-level data into CLI Engage.

D. Collaboratively MONTE ALTO ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.

- g. Perform children’s assessment and evaluation, and collaborative program evaluation, to meet **MONTE ALTO ISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Work together to meet attendance goal.
- j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- k. Provide family services, parent engagement activities and home visits.
- l. Support all events which promote the partnership.
- m. Organize and plan to sustain the partnership and promote a collaborative culture.
- n. No collaboration will be established for sharing and viewing student-level data in CLI Engage until this MOU has been approved by both parties.
- o. CLI will establish student-level data viewing and editing permissions for collaboration classrooms after a copy of the signed document and specific classroom collaboration details are received by CLI.
- p. Specific collaboration details of classes, teachers, and students must be provided to CLI before can collaborations are established in the CLI Engage database:
 - 1. Each party will designate a primary contact for all collaborations in the addendum.
 - 2. Collaboration information must be submitted to CLI in the approved format that includes the names of both parties, schools, and teacher(s) assigned to the shared classrooms.
 - 3. Primary contacts from both parties will approve collaboration details in writing via email.
- q. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- r. Both parties will be able to view and edit data for only those classes approved by both parties.
- s. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - 1. Community/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - 2. Principal/Directors will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 3. School Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- t. The parties will establish which party will upload student-level data into CLI Engage.
- u. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- v. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- w. CLI will require written consent from both parties before any changes are made to student-level permission for users who have access to view and edit student-level data.

Collaboration Classrooms

CLI will establish permissions for **MONTE ALTO ISD** staff and **HCHSP** staff to view and edit student-level data for the schools and classes listed in the table below. Specific details for each classrooms must be received by CLI in the approved format, with written approval via email by both parties before collaborations will be established in the CLI Engage database.

PARTNER 1	School Name	Teacher	PARTNER 2	School Name	Teacher	Classroom
Hidalgo County Head Start	Monte Alto Head Start	Rosemary Perez	Monte Alto ISD	Monte Alto Elementary	Bianca E. Loredó (PM)	1
Hidalgo County Head Start	Monte Alto Head Start	Maricela Pedraza	Monte Alto ISD	Monte Alto Elementary	Bianca E. Loredó (AM)	2

Primary Contacts

Both partners must provide the name and contact information for the person who will approve collaboration details for classrooms on CLI Engage. Staff at the Children's Learning Institute will direct all communication regarding collaboration classrooms to the persons listed below.

Partner 1:

Name: Rebecca Villarreal

Title: Administrator for Education

Email: Rebecca.villarreal@hchsp.org

Phone Number: (956) 383-0706

Partner2:

Name: Alma Cerda

Title: Elementary Principal

Email: almacerda@montealtoisd.org

Phone Number: (956) 262-1381

Transportation Services:

Assigned **MONTE ALTO ISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **MONTE ALTO ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **MONTE ALTO ISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Termination:

Either party may terminate the Agreement, with or without cause, by giving a thirty (30) 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 **MONTE ALTO ISD** 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 **MONTE ALTO ISD** agree to carry insurance in the amounts show 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	\$1,000,000
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 Personal Damage.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **MONTE ALTO ISD** and their respective elected officials, employees, representatives and agents (collectively “**MONTE ALTO ISD 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 “**MONTE ALTO ISD Claims**”) by any person or entity, arising out of, caused by, or resulting from **HCHSP’s** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MONTE ALTO ISD** 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, **MONTE ALTO ISD** 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 **MONTE ALTO ISD’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 **MONTE ALTO ISD** employees, anyone directly employed by the **MONTE ALTO ISD** or anyone for whose acts the **MONTE ALTO ISD** 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 **MONTE ALTO ISD** and **HCHSP** to provide the children the best services available.

Monte Alto Independent School District

Dr. Richard Rivera, Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge


Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP
By: 
Stephen L. Crain

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

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

PSJA ISD
ISRPM

**Memorandum of Understanding Between
Pharr-San Juan- Alamo Independent School District and the
Hidalgo County Head Start Program
2018-2021**

Purpose:

This collaborative partnership, the **Integrated School Readiness Model (ISRM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP)** and the **Pharr-San Juan-Alamo Independent School District (PSJA ISD)** 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 **PSJA ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a component of Hidalgo County, Texas, a governmental entity. **PSJA ISD** is a public education institution of the state of Texas. **HCHSP** and **PSJA ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Pharr-San Juan-Alamo School Board) established per applicable statues and local ordinances and/or procedures which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall insure that their respective Board of Directors 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 **PSJA ISD** 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 be agreed upon by both parties during the months of August through June. The daily operations will be from 7:45 am to 5:15 pm.

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

Designated Center Sites:

Designated sites are located in District owned buildings and playground space 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 **PSJA ISD**:

Carmen Anaya Head Start 1000 W. Dicker Road Pharr, TX. 78577	Farias Head Start 1100 W. Acacia Street Alamo, TX. 78516	Longoria Head Start 2500 N. Cypress Pharr, TX. 78577	Palacios Head Start 801 E. Thomas Drive Pharr, TX. 78577
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Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**.

PSJA ISD Responsibilities:

PSJA ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **PSJA ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1st of each school year will be dual-enrolled and served by **PSJA ISD** and **HCHSP**. Collaboratively, the children will receive **6 hours** of instruction in cognitive development by bilingual early childhood education Texas certified teacher under the school Readiness Partnership Model (SRPM). The dual-enrolled Pre-K children will be collaboratively served at the designated elementary campuses in **PSJA ISD**. In addition, the Children’s Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston will provide opportunities for both organizations to collaborate and share student-level information through the online platform, CLI Engage. The purpose is to provide a framework for CLI to establish student-level permissions in CLI Engage shared between both parties.

Partnership Responsibilities:

A. PSJA ISD will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Assign a **PSJA ISD** principal, instructional coach/s, and/or program specialist to the designated center to provide supervision, oversight, support and evaluation of the ISD teachers.
- c. Provide certified early childhood bilingual teachers to **deliver 6 hours** of instruction in cognitive development to participating **HCHSP** children.
- d. 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.
- e. Permit **HCHSP** representatives to attend ARDs conducted by **PSJA ISD** involving Head Start children.
- f. Supplement health services, educational services, parental training and other services as required by the children and their families.
- g. Assign special education teachers to provide services to children who are identified in need of special services through the **PSJA ISD** Special Education Program.
- h. Provide support staff to assist with various services to the children, parents, and teachers.
- i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
- j. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.

- k. Provide an overview of the collaboration with the participating Administrators.
- l. Finance the **PSJA ISD** personnel and other resources.

B. The PSJA ISD Teacher/Staff will:

- a. Provide 6 hours of daily instruction in cognitive 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 **PSJA ISD** and **HCHSP** as deemed appropriate.
- c. Participate with the **HCHSP** staff in the recruitment process.
- d. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
- e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
- f. Complete and fulfill the required documentation for **PSJA ISD** 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 which may arise.
- k. Follow **PSJA ISD** requirements, 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 **PSJA ISD** campuses.
- c. Coordinate efforts with **PSJA ISD** to identify children with special needs and follow the **PSJA ISD** referral process for identification and services.
- d. Identify personnel who will attend the ARDs conducted by **PSJA ISD**.
- e. Assist with the distribution, completion, and submission of the required **PSJA ISD** student enrollment documents within the first week of a child's enrollment.
- f. Coordinate with district staff to transition children to the **PSJA ISD** 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 **PSJA ISD** personnel.
- k. Schedule a time for the **HCHSP** and **PSJA ISD** 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 ratio 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 **PSJA ISD** of any change in license status.
- o. Will upload student level data into CLI Engage.

D. Collaboratively PSJA ISD and HCHSP will:

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

- p. No collaboration will be established for sharing and viewing student-level data in CLI Engage until this MOU has been approved by both parties.
- q. CLI will establish student-level data viewing and editing permissions for collaboration classrooms after a copy of the signed document and specific classroom collaboration details are received by CLI.
- r. Specific collaboration details of classes, teachers, and students must be provided to CLI before can collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations in the addendum.
 2. Collaboration information must be submitted to CLI in the approved format that includes the names of both parties, schools, and teacher(s) assigned to the shared classrooms.
 3. Primary contacts from both parties will approve collaboration details in writing via email.
- s. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- t. Both parties will be able to view and edit data for only those classes approved by both parties.
- u. Users with CLI Engage accounts will have the following level of access to view student-level data:
 1. Community/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/Directors will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- v. The parties will establish which party will upload student-level data into CLI Engage.
- w. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- x. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- y. CLI will require written consent from both parties before any changes are made to student-level permission for users who have access to view and edit student-level data.

Collaboration Classrooms

CLI will establish permissions for **PSJA ISD** staff and **HCHSP** staff to view and edit student-level data for the schools and classes listed in the table below. Specific details for each classrooms must be received by CLI in the approved format, with written approval via email by both parties before collaborations will be established in the CLI Engage database.

PARTNER 1	School Name	Teacher	PARTNER 2	School Name	Teacher	Classroom
Hidalgo County Head Start	Carmen Anaya Head Start	Maria Gonzalez	Pharr-San Juan-Alamo ISD	Carmen Anaya Elementary	Jennifer Rivera	1
Hidalgo County Head Start	Carmen Anaya Head Start	Roxanna Santana	Pharr-San Juan-Alamo ISD	Carmen Anaya Elementary	Erika Salinas	2
Hidalgo County Head Start	Carmen Anaya Head Start	Crystal Ramirez	Pharr-San Juan-Alamo ISD	Carmen Anaya Elementary	Idalia Casas	3
Hidalgo County Head Start	Carmen Anaya Head Start	Daisy Marin	Pharr-San Juan-Alamo ISD	Carmen Anaya Elementary	Flor Villalobos	4
Hidalgo County Head Start	Farias Head Start	Gracie Salazar	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Matiana Garza	1
Hidalgo County Head Start	Farias Head Start	Neela Rodriguez	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Leonor Pina	2
Hidalgo County Head Start	Farias Head Start	Elisa Rios	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Dahlia Gonzalez	3
Hidalgo County Head Start	Farias Head Start	Cynthia Ibarra	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Luis Segura	4
Hidalgo County Head Start	Farias Head Start	Nina Del Angel	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Anabel Tapia	5
Hidalgo County Head Start	Farias Head Start	Margarita Villa	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Nimea Bradford	6
Hidalgo County Head Start	Longoria Head Start	Linda C. Garza	Pharr-San Juan-Alamo ISD	Raul Longoria Elementary	Hermelinda Gonzalez	1
Hidalgo County Head Start	Longoria Head Start	Patricia Cavazos	Pharr-San Juan-Alamo ISD	Raul Longoria Elementary	Crystal Dennett	2
Hidalgo County Head Start	Longoria Head Start	Linda Villarreal	Pharr-San Juan-Alamo ISD	Raul Longoria Elementary	Cynthia Pena	3
Hidalgo County Head Start	Longoria Head Start	Monica Garcia	Pharr-San Juan-Alamo ISD	Raul Longoria Elementary	Veronica Gomez	4
Hidalgo County Head Start	Palacios Head Start	Jorge Castaneda	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Alejandra Salinas	1
Hidalgo County Head Start	Palacios Head Start	Nicole Perez	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Adriana Martinez	2
Hidalgo County Head Start	Palacios Head Start	Clarissa Cruz	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Yolanda Quiroz	3
Hidalgo County Head Start	Palacios Head Start	Lenny Sanchez	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Josie Alvarado	4
Hidalgo County Head Start	Palacios Head Start	Brenda De Leon	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Julie Robie	5

Hidalgo County Head Start	Palacios Head Start	Daisy Lerma	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Blanca Gonzales	6
Hidalgo County Head Start	Palacios Head Start	Miguel Cruz	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Belinda Lopez	7
Hidalgo County Head Start	Palacios Head Start	Rosalinda Rivas	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Brenda Villarreal	8

Primary Contacts

Both partners must provide the name and contact information for the person who will approve collaboration details for classrooms on CLI Engage. Staff at the Children’s Learning Institute will direct all communication regarding collaboration classrooms to the persons listed below.

Partner 1:

Name: Rebecca Villarreal
 Title: Administrator for Education
 Email: Rebecca.villarreal@hchsp.org
 Phone Number: (956) 383-0706

Partner2:

Name: Connie Casas
 Title: Early Start PR School Principal
 Email: consuelo.casa@psjaisd.us
 Phone Number: (956) 354-2064 Ext: 1216

Transportation Services:

- a. **PSJA ISD** will provide transportation services to and from the campus to accommodate needs of children to be served. At a maximum, maintenance and fuel cost will be borne by the district.
- b. **HCHSP** will provide appropriate safety restraint equipment to accommodate all children who will be transported to **PSJA ISD** facilities. The safety child alarm system will also be installed in each bus used.
- c. Transportation staff will be required to meet **PSJA ISD** and Head Start Program transportation requirements including training.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- This Agreement is made in Texas and shall constitute the complete understanding of **PSJA ISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.

Termination:

Either party may terminate the Agreement, with or without cause, by giving thirty (30) 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 **PSJA ISD** 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 **PSJA ISD** agree to carry insurance in the amounts shown below:

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

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

- Commercial General Liability Insurance with limits of not less than:

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

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

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by **PSJA ISD** Board of Trustees, and hold harmless **PSJA ISD** and their respective elected officials, employees, representatives and agents (collectively "**PSJA ISD 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 "**PSJA ISD 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, **PSJA ISD** 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 **PSJA ISD'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 **PSJA ISD** employees, anyone directly employed by the **PSJA ISD** or anyone for whose acts the **PSJA ISD** 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 PSJA ISD and HCHSP to provide the children the best service available

Consideration:

This Agreement 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

Dr. Daniel P. King, Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

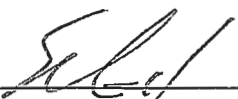
Date

ATTEST:

By: _____
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:

PSJA
ISD

**Memorandum of Understanding between
Hidalgo County Head Start Program
And
Pharr-San Juan-Alamo Independent School District
2018-2021**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an agreement between **Hidalgo County Head Start Program (HCHSP)** and the **Hidalgo Independent School District (PSJA ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **PSJA ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a component of Hidalgo County, Texas, a governmental entity. **PSJA ISD** is a public education institution of the state of Texas. **HCHSP** and **PSJA ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and PSJA ISD Board of Trustees) 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 ensure 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 **PSJA ISD** 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 be agreed upon by both parties during the months of August through June. The daily operations will be from 7:45 am to 5:15 pm.

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

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **PSJA ISD**:

Alamo Head Start	Pharr Head Start	San Juan I Head Start	San Juan II Head Start
303 South 7 th	415 Clark	200 North Cougar	601 Earling Rd.
Alamo, TX 78516	Pharr, TX 78577	San Juan, TX 78589	San Juan, TX 78589

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**.

PSJA ISD Responsibilities:

PSJA ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **PSJA ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1st of each school year will be dual-enrolled and served by **PSJA ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **PSJA ISD** funded **School Readiness Partnership Model (SRPM)** teacher in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements. In addition, the Children's Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston will provide opportunities for both organizations to collaborate and share student-level information through the online platform, CLI Engage. The purpose is to provide a framework for CLI to establish student-level permissions in CLI Engage shared between both parties.

Partnership Responsibilities:

A. PSJA ISD will:

- a. Assign a **PSJA ISD** principal, instructional coach/s, and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the **PSJA ISD** teachers.
- b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children in each classroom.
- 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 **PSJA ISD** involving **HCHSP** children.
- e. Supplement health services, educational services, parental training and other services as required by the children and their families.
- f. Assign special education teachers to provide services to children who are identified in need of special services through the **PSJA ISD** Special Education Program.
- g. Arrange for a substitute when the **PSJA ISD** teacher is absent.
- h. Provide supplemental 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 to facilitate the instructional process and other services.
- j. Provide an overview of the collaboration with the participating Administrators.
- k. Finance the **PSJA ISD** personnel and other resources as appropriate.
- l. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 ea. Occurrence, and ii) General Aggregate \$600,000 **HCHSP** must be named as an additional insured.

B. The PSJA ISD Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based State Adopted Curriculum the Texas Pre-kinder Guidelines (up dated 2015).
- b. Attend and/or assist in delivery of collaborative Professional Development for **PSJA ISD** and **HCHSP** as deemed appropriate.

- c. Participate with the **HCHSP** staff in the recruitment of children process.
- d. Implement a curriculum which is research based 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 **PSJA ISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
- g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow **PSJA ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.
- l. Coordinate efforts with the **HCHSP** staff to enroll the children in the district.

C. HCHSP will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Coordinate efforts with **PSJA ISD** to identify children with special needs and follow the **PSJA ISD** referral process for identification and services.
- c. Identify personnel who will attend the ARDs conducted by **PSJA ISD**.
- d. Assist with the distribution, completion, and submission of the required **PSJA ISD** student enrollment documents within the first week of a child's enrollment.
- e. Coordinate with district staff to transition children to the **PSJA ISD** public schools at the end of each school year.
- f. Provide assistance with daily attendance reporting.
- g. Meet monthly or as needed with the designated **PSJA ISD** personnel.
- h. Schedule a time for the **HCHSP** teacher and **PSJA ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- j. Finance program operations based on the **HCHSP** grant.
- k. Will upload student-level data into CLI Engage.

D. Collaboratively PSJA ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.
- g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **PSJA ISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Work together to meet attendance goal.
- j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- k. Provide family services, parent engagement activities and home visits.
- l. Support all events which promote the partnership.

- m. Organize and plan to sustain the partnership and promote a collaborative culture.
- n. No collaboration will be established for sharing and viewing student-level data in CLI Engage until this MOU has been approved by both parties.
- o. CLI will establish student-level data viewing and editing permissions for collaboration classrooms after a copy of the signed document and specific classroom collaboration details are received by CLI.
- p. Specific collaboration details of classes, teachers, and students must be provided to CLI before can collaborations are established in the CLI Engage database:
 - 1. Each party will designate a primary contact for all collaborations in the addendum.
 - 2. Collaboration information must be submitted to CLI in the approved format that includes the names of both parties, schools, and teacher(s) assigned to the shared classrooms.
 - 3. Primary contacts from both parties will approve collaboration details in writing via email.
- q. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- r. Both parties will be able to view and edit data for only those classes approved by both parties.
- s. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - 1. Community/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - 2. Principal/Directors will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 3. School Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- t. The parties will establish which party will upload student-level data into CLI Engage.
- u. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- v. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- w. CLI will require written consent from both parties before any changes are made to student-level permission for users who have access to view and edit student-level data.

Collaboration Classrooms

CLI will establish permissions for **PSJA ISD** staff and **HCHSP** staff to view and edit student-level data for the schools and classes listed in the table below. Specific details for each classrooms must be received by CLI in the approved format, with written approval via email by both parties before collaborations will be established in the CLI Engage database.

PARTNER 1	School Name	Teacher	PARTNER 2	School Name	Teacher	Classroom
Hidalgo County Head Start	Alamo Head Start	Ricardo Losoya	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Cynthia Cantu (PM)	1
Hidalgo County Head Start	Alamo Head Start	Teresa Rios	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Anna Portillo (PM)	2
Hidalgo County Head Start	Alamo Head Start	Melissa Rios	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Anna Portillo (AM)	3
Hidalgo County Head Start	Alamo Head Start	Vanessa Rosales	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Cynthia Cantu (AM)	4
Hidalgo County Head Start	Alamo Head Start	Leticia Rodriguez	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Irma Caballero (AM)	5

Hidalgo County Head Start	Alamo Head Start	Karina Mondaca	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Irma Caballero (PM)	6
Hidalgo County Head Start	Pharr Head Start	Karen Brouwen	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Claribel Lopez (AM)	1
Hidalgo County Head Start	Pharr Head Start	Diana Mena	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Yolanda Garza (AM)	2
Hidalgo County Head Start	Pharr Head Start	Ofelia Davila	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Yolanda Garza (PM)	3
Hidalgo County Head Start	Pharr Head Start	Dalia Dominguez	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Ana Garcia (AM)	4
Hidalgo County Head Start	Pharr Head Start	Monica Arce	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Ana Garcia (PM)	5
Hidalgo County Head Start	San Juan I Head Start	America Padron	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Claribel Lopez (PM)	1
Hidalgo County Head Start	San Juan I Head Start	Maria Mercado	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Lizbeth Solis (PM)	2
Hidalgo County Head Start	San Juan I Head Start	Nora Cruz	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Lizbeth Solis (AM)	3
Hidalgo County Head Start	San Juan II Head Start	Rosa Aguilar	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Yazmin Diaz (AM)	1
Hidalgo County Head Start	San Juan II Head Start	Bianca Campos	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Ana Cardona (AM)	2
Hidalgo County Head Start	San Juan II Head Start	Luz Loa	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Cynthia Salazar (AM)	3
Hidalgo County Head Start	San Juan II Head Start	Jose Sanchez	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Marianela Gutierrez (AM)	4
Hidalgo County Head Start	San Juan II Head Start	Laura Flores	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Marianela Gutierrez (PM)	5
Hidalgo County Head Start	San Juan II Head Start	Aida Mendoza	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Yazmin Diaz (PM)	6
Hidalgo County Head Start	San Juan II Head Start	Ivan Cortez	Pharr-San Juan-Alamo ISD	PSJA Early Start Pre-K Campus	Cynthia Salazar (PM)	7

Primary Contacts

Both partners must provide the name and contact information for the person who will approve collaboration details for classrooms on CLI Engage. Staff at the Children’s Learning Institute will direct all communication regarding collaboration classrooms to the persons listed below.

Partner 1:

Name: Rebecca Villarreal
Title: Administrator for Education
Email: Rebecca.villarreal@hchsp.org
Phone Number: (956) 383-0706

Partner2:

Name: Connie Casas
Title: Early Start PR School Principal
Email: consuelo.casa@psjaisd.us
Phone Number: (956) 354-2064 Ext: 1216

Transportation Services:

Assigned **PSJA ISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **PSJA ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **PSJA ISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Termination:

Either party may terminate the Agreement, with or without cause, by giving a thirty (30) 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 **PSJA ISD** 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 **PSJA ISD** agree to carry insurance in the amounts show 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	\$1,000,000
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 Personal Damage.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **PSJA ISD** and their respective elected officials, employees, representatives and agents (collectively “**PSJA ISD 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 “**PSJA ISD Claims**”) by any person or entity, arising out of, caused by, or resulting from **HCHSP’s** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **PSJA ISD** Indemnatee 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, **PSJA ISD** 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 **PSJA ISD’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 **PSJA ISD** employees, anyone directly employed by the **PSJA ISD** or anyone for whose acts the **PSJA ISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnatee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

{Signature page to follow}

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 **PSJA ISD** and **HCHSP** to provide the children the best services available.

Pharr-San Juan-Alamo Independent School District

Dr. Daniel P. King, Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

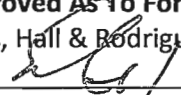
Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.
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
2018-2021**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an agreement between **Hidalgo County Head Start Program (HCHSP)** and the **Hidalgo Independent School District (WESLACO ISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **WESLACO ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a component of Hidalgo County, Texas, a governmental entity. **WESLACO ISD** is a public education institution of the state of Texas. **HCHSP** and **WESLACO ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and WESLACO ISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors 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 **WESLACO ISD** 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 be agreed upon by both parties during the months of August through June. The daily operations will be from 7:45 am to 5:15 pm.

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

Center Sites:

The names and addresses of the **HCHSP** sites that will be serviced by **WESLACO ISD**:

Donna I Head Start 1402 Silver Ave. Donna, TX 78537	Donna II Head Start 1715 Miller Ave. Donna, TX 78537	La Estancia Head Start 3601 East Mile 8 North Weslaco, TX 78596	La Herencia Head Start 100 La Herencia Mercedes, TX 78570
Progreso Head Start 109 Palm Ave. Progreso, TX 78579	Roosevelt Head Start 814 E. Plaza Weslaco, TX 78596	Weslaco III Head Start 1317 N. Mile 6 1/2 Weslaco, TX 78596	

Term:

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**.

WESLACO ISD Responsibilities:

WESLACO ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **WESLACO ISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1st of each school year will be dual-enrolled and served by **WESLACO ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **WESLACO ISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements. In addition, the Children's Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston will provide opportunities for both organizations to collaborate and share student-level information through the online platform, CLI Engage. The purpose is to provide a framework for CLI to establish student-level permissions in CLI Engage shared between both parties.

Partnership Responsibilities:

A. WESLACO ISD will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Assign a **WESLACO ISD** principal, instructional coach/s, and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the **WESLACO ISD** teachers.
- c. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social development to participating **HCHSP** children in each classroom.
- d. 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.
- e. Permit **HCHSP** representatives to attend ARDs conducted by **WESLACO ISD** involving **HCHSP** children.
- f. Supplement health services, educational services, parental training and other services as required by the children and their families.
- g. Assign special education teachers to provide services to children who are identified in need of special services through the **WESLACO ISD** Special Education Program.
- h. Arrange for a substitute when the **WESLACO ISD** teacher is absent.
- i. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.

- j. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- k. Provide an overview of the collaboration with the participating Administrators.
- l. Finance the **WESLACO ISD** personnel and other resources as appropriate.
- m. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 ea. Occurrence, and ii) General Aggregate \$600,000 **HCHSP** must be named as an additional insured.

B. The WESLACO ISD Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based State Adopted Curriculum the Texas Pre-kinder Guidelines (up dated 2015).
- b. Attend and/or assist in delivery of collaborative Professional Development for **WESLACO ISD** and **HCHSP** as deemed appropriate.
- c. Participate with the **HCHSP** staff in the recruitment of children process.
- d. Implement a curriculum which is research based 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 **WESLACO ISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
- g. Collaborate and plan with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow **WESLACO ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.
- l. Coordinate efforts with the **HCHSP** staff to enroll the children in the district.

C. HCHSP will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Coordinate efforts with **WESLACO ISD** to identify children with special needs and follow the **WESLACO ISD** referral process for identification and services.
- c. Identify personnel who will attend the ARDs conducted by **WESLACO ISD**.
- d. Assist with the distribution, completion, and submission of the required **WESLACO ISD** student enrollment documents within the first week of a child's enrollment.
- e. Coordinate with district staff to transition children to the **WESLACO ISD** public schools at the end of each school year.
- f. Provide assistance with daily attendance reporting.
- g. Meet monthly or as needed with the designated **WESLACO ISD** personnel.
- h. Schedule a time for the **HCHSP** teacher and **WESLACO ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- j. Finance program operations based on the **HCHSP** grant.
- k. Will upload student-level data into CLI Engage.

D. Collaboratively WESLACO ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.
- g. Perform children’s assessment and evaluation, and collaborative program evaluation, to meet **WESLACO ISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Work together to meet attendance goal.
- j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- k. Provide family services, parent engagement activities and home visits.
- l. Support all events which promote the partnership.
- m. Organize and plan to sustain the partnership and promote a collaborative culture.
- n. No collaboration will be established for sharing and viewing student-level data in CLI Engage until this MOU has been approved by both parties.
- o. CLI will establish student-level data viewing and editing permissions for collaboration classrooms after a copy of the signed document and specific classroom collaboration details are received by CLI.
- p. Specific collaboration details of classes, teachers, and students must be provided to CLI before can collaborations are established in the CLI Engage database:
 - 1. Each party will designate a primary contact for all collaborations in the addendum.
 - 2. Collaboration information must be submitted to CLI in the approved format that includes the names of both parties, schools, and teacher(s) assigned to the shared classrooms.
 - 3. Primary contacts from both parties will approve collaboration details in writing via email.
- q. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- r. Both parties will be able to view and edit data for only those classes approved by both parties.
- s. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - 1. Community/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - 2. Principal/Directors will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 3. School Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- t. The parties will establish which party will upload student-level data into CLI Engage.
- u. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- v. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- w. CLI will require written consent from both parties before any changes are made to student-level permission for users who have access to view and edit student-level data.

Collaboration Classrooms

CLI will establish permissions for **WESLACO ISD** staff and **HCHSP** staff to view and edit student-level data for the schools and classes listed in the table below. Specific details for each classrooms must be received by CLI in the approved format, with written approval via email by both parties before collaborations will be established in the CLI Engage database.

PARTNER 1	School Name	Teacher	PARTNER 2	School Name	Teacher	Classroom
Hidalgo County Head Start	Donna I Head Start	Rosie Perez	Weslaco ISD	21 st Century Early Learning Foundations Academy	Alexis Garza (AM)	1
Hidalgo County Head Start	Donna I Head Start	Blanca Pena	Weslaco ISD	21 st Century Early Learning Foundations Academy	Julissa Ramirez (AM)	2
Hidalgo County Head Start	Donna I Head Start	Kassandra Garcia	Weslaco ISD	21 st Century Early Learning Foundations Academy	Doraly Hernandez (AM)	3
Hidalgo County Head Start	Donna I Head Start	Zahydee Hernandez	Weslaco ISD	21 st Century Early Learning Foundations Academy	Maria Zamarron (AM)	4
Hidalgo County Head Start	Donna I Head Start	Noelia Garza	Weslaco ISD	21 st Century Early Learning Foundations Academy	Alexis Garza (PM)	5
Hidalgo County Head Start	Donna I Head Start	Mary Hinojosa	Weslaco ISD	21 st Century Early Learning Foundations Academy	Julissa Ramirez (PM)	6
Hidalgo County Head Start	Donna I Head Start	N/A	Weslaco ISD	21 st Century Early Learning Foundations Academy	-----	7
Hidalgo County Head Start	Donna I Head Start	Maria Ruiz	Weslaco ISD	21 st Century Early Learning Foundations Academy	Doraly Hernandez (PM)	8
Hidalgo County Head Start	Donna II Head Start	Maria S. Adame	Weslaco ISD	21 st Century Early Learning Foundations Academy	Maria Zamarron (PM)	1
Hidalgo County Head Start	Donna II Head Start	Rosa M. Ramirez	Weslaco ISD	21 st Century Early Learning Foundations Academy	Marilu Soto (AM)	2
Hidalgo County Head Start	Donna II Head Start	Jessica Diaz	Weslaco ISD	21 st Century Early Learning Foundations Academy	Marilu Soto (PM)	3
Hidalgo County Head Start	La Estancia Head Start	Eunice Delgado	Weslaco ISD	21 st Century Early Learning Foundations Academy	Celinda Musanje (PM)	1
Hidalgo County Head Start	La Estancia Head Start	Maria Camacho	Weslaco ISD	21 st Century Early Learning Foundations Academy	Celinda Musanje (AM)	2
Hidalgo County Head Start	La Herencia Head Start	Dulce Diaz	Weslaco ISD	21 st Century Early Learning Foundations Academy	Brissa Aguilar (PM)	1
Hidalgo County Head Start	La Herencia Head Start	Marisa Trevino	Weslaco ISD	21 st Century Early Learning Foundations Academy	Mindy Ortega (PM)	2

Hidalgo County Head Start	La Herencia Head Start	Margarita Cantu	Weslaco ISD	21 st Century Early Learning Foundations Academy	Mindy Ortega (AM)	3
Hidalgo County Head Start	Progreso Head Start	Esmeralda Arce	Weslaco ISD	21 st Century Early Learning Foundations Academy	Emmanuel Garcia (PM)	1
Hidalgo County Head Start	Progreso Head Start	Yadira Cardenas	Weslaco ISD	21 st Century Early Learning Foundations Academy	Emmanuel Garcia (AM)	2
Hidalgo County Head Start	Roosevelt Head Start	Diana Munoz	Weslaco ISD	21 st Century Early Learning Foundations Academy	Alma Marines-Aguirre (PM)	1
Hidalgo County Head Start	Roosevelt Head Start	Brenda Rosas	Weslaco ISD	21 st Century Early Learning Foundations Academy	Alma Marines-Aguirre (AM)	2
Hidalgo County Head Start	Roosevelt Head Start	Marlen Garza	Weslaco ISD	21 st Century Early Learning Foundations Academy	Janae Cardenas (AM)	3
Hidalgo County Head Start	Roosevelt Head Start	Mirna Lugo	Weslaco ISD	21 st Century Early Learning Foundations Academy	Olivia Hernandez (AM)	4
Hidalgo County Head Start	Roosevelt Head Start	Cristal Williams	Weslaco ISD	21 st Century Early Learning Foundations Academy	Janae Cardenas (PM)	5
Hidalgo County Head Start	Roosevelt Head Start	Amenda Vera	Weslaco ISD	21 st Century Early Learning Foundations Academy	Olivia Hernandez (PM)	6
Hidalgo County Head Start	Weslaco III Head Start	Raquel Gonzalez	Weslaco ISD	21 st Century Early Learning Foundations Academy	Denise Camargo (PM)	1
Hidalgo County Head Start	Weslaco III Head Start	Judith Sepulveda	Weslaco ISD	21 st Century Early Learning Foundations Academy	Brissa Aguilar (AM)	2
Hidalgo County Head Start	Weslaco III Head Start	Laura Flores	Weslaco ISD	21 st Century Early Learning Foundations Academy	Denise Camargo (AM)	3
Hidalgo County Head Start	Weslaco III Head Start	Ofelia Sustaita	Weslaco ISD	21 st Century Early Learning Foundations Academy	Susana Gonzalez (AM)	4
Hidalgo County Head Start	Weslaco III Head Start	Maricela Flores	Weslaco ISD	21 st Century Early Learning Foundations Academy	Susana Gonzalez (PM)	5

Primary Contacts

Both partners must provide the name and contact information for the person who will approve collaboration details for classrooms on CLI Engage. Staff at the Children's Learning Institute will direct all communication regarding collaboration classrooms to the persons listed below.

Partner 1:

Name: Rebecca Villarreal

Title: Administrator for Education

Email: Rebecca.villarreal@hchsp.org

Phone Number: (956) 383-0706

Partner2:

Name: Janie Peña

Title: Executive Director C&I

Email: jupena@wisd.us

Phone Number: (956) 969-6560

Transportation Services:

Assigned **WESLACO ISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the Agreement, **WESLACO ISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **WESLACO ISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Termination:

Either party may terminate the Agreement, with or without cause, by giving a thirty (30) 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 **WESLACO ISD** 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 **WESLACO ISD** agree to carry insurance in the amounts show below:

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Employers Liability – Each Accident	\$1,000,000
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Damage to Rented Premises	\$1,000,000
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 Personal Damage.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **WESLACO ISD** and their respective elected officials, employees, representatives and agents (collectively “**WESLACO ISD 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 “**WESLACO ISD Claims**”) by any person or entity, arising out of, caused by, or resulting from **HCHSP**’s performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **WESLACO ISD** 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, **WESLACO ISD** 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 **WESLACO ISD**’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 **WESLACO ISD** employees, anyone directly employed by the **WESLACO ISD** or anyone for whose acts the **WESLACO ISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any

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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 WESLACO ISD and HCHSP to provide the children the best services available.

Weslaco Independent School District

Dr. Priscilla Canales, Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge


Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

Stephen L. Crain

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

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