



Hidalgo County Head Start Program Policy Council Agenda

DATE: April 21, 2021

SUBJECT: Discussion/Approval of Request to Enter into a Memorandum of Understanding (MOU) for **School Readiness Partnership Model (SRPM) / Intergrated School Readiness Partnership Model (ISRPM)** 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
Hidalgo ISD	PSJA ISD
La Joya ISD	PSJA ISD – ISRPM
McAllen ISD	Weslaco ISD
Mercedes 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) /Intergrated School Readiness Partnership Model (ISRPM)** 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 *[Signature]*

EXECUTIVE DIRECTOR'S APPROVAL: *[Signature]*

Edcouch-Elsa ISD

**Memorandum of Understanding between
Hidalgo County Head Start Program
And
Edcouch-Elsa Independent School District
2021-2026**

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 Site:

Designated site is located in District owned building and playground space whereby utilities and maintenance of facility and playground are provided by the District. The name and address of the HCHSP sites that will be served by Edcouch-Elsa Independent School District:

JRG Head Start 1210 Santa Rosa Ave. Edcouch, TX 78538
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Term:

The Term of this Memorandum of Understanding is for five years commencing **July 1, 2021** and ending **June 30, 2026**.

EEISD Responsibilities:

EEISD will provide appropriate educational and supportive services to ensure children and families are school ready. **EEISD** shall comply with and provide services in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable to 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 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. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration to the participating Administrators.
- j. Finance the **EEISD** personnel and other resources as appropriate.
- k. 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.
- b. Participate and/or assist in delivery of collaborative Professional Development for **EEISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **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.
- i. Provide assistance with daily attendance reporting to the school district.
- j. Follow collaboration protocol with any issues/concerns which may arise.
- k. Follow **EEISD** 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 enroll the children in the district.

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 **EEISD** campuses.
- c. 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.
- d. Coordinate efforts with **EEISD** to identify children with special needs and follow the **EEISD** referral process for identification and services.
- e. Identify personnel who will attend the ARDs conducted by **EEISD**.
- f. Assist with the distribution, completion, and submission of the required **EEISD** student enrollment documents within the first week of a child's enrollment.
- g. Coordinate with district staff to transition children to the **EEISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance reporting.
- i. Meet monthly or as needed with the designated **EEISD** personnel.
- j. 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.
- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- n. Meet and maintain Texas Child Care Licensing requirements and produce a copy of current license and promptly inform **EEISD** of any change in license status.

D. Collaboratively EEISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:
 1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School/HCHSP 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.
- f. The parties will establish which party will upload student-level data into CLI Engage.
- g. This MOU will be renewed when additional classes are added as a part of the collaboration.
- h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- i. 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.

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 primary contacts.

Transportation Services:

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

General Conditions:

- a. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. This Memorandum of understanding is performable in Hidalgo County, Texas.
- g. 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 ninety (90) days written notice to the other.

Governing Law:

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

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **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 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	\$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. Greg Rodriguez
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
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:
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
2021-2026**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an agreement between **Hidalgo County Head Start Program (HCHSP)** and the **Edinburg Consolidated Independent 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 **Partnership** sites:

Edinburg II Head Start 1200 1 st Street Edinburg, TX 78539	Edinburg III Head Start 3817 Veterans Blvd. Edinburg, TX 78539	San Carlos Head Start 134 N. 86 Edinburg, TX 78539
Edinburg V Head Start 3500 E. FM 2812 Edinburg, TX 78539	Edinburg IV Head Start 3215 Richardson Rd. Edinburg, TX 78539	UTRGV 1201 W. University Drive Edinburg, TX 78539

Term:

The Term of this Memorandum of Understanding is for two years commencing **July 1, 2021** and ending **June 30, 2026**.

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 services in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable to 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**. Children will be assigned to each classroom by age group to the extent possible but may include mixed ages. Consideration will be given to group younger four year old children with older three year old ones. Under the "local option program design" approved by the Office of Head Start, the number of children per classroom may range from seventeen (17) to twenty two (22) children. Collaboratively, the HCHSP three year old children and children in a mixed classroom will receive three (3) hours of instruction and four year old children will receive a minimum of six (6) hours of instruction in cognitive development by a certified **EDINBURG CISD** funded **School Readiness Partnership Model (SPRM)** teacher in each classroom, and full day services (7:45 am to 5:15 pm) 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. **EDINBURG CISD** teachers will also administer the CIRCLE/C-PALLS+ assessment developed by the Children's Learning Institute at the University of Texas Health Science Center to the enrolled 4 year olds. Edinburg CISD teachers will use TANGO Rx to assess and compile the students' data. TANGO Rx helps teachers plan and monitor student progress to address specific student needs.

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

- a. Assign a **EDINBURG CISD** principal, instructional coach 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 three (3) hours of instruction to three year old children and mixed classrooms and a minimum of six (6) hours of instruction to four year old children 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 Admission, Review, and Dismissal meetings 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. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration to the participating Administrators.
- j. Finance the **EDINBURG CISD** personnel and other resources as appropriate.
- k. 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 three (3) hours of daily instruction to three year old children and children in mixed classrooms and a minimum of six (6) hours to four year old children in cognitive development, physical, or social to the **HCHSP** children.
- b. Participate and/or assist in delivery of collaborative Professional Development for **EDINBURG CISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **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.
- i. Provide assistance with daily attendance reporting to the school district.
- j. Follow collaboration protocol with any issues/concerns which may arise.
- k. Follow **EDINBURG CISD** 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 enroll the children in the district.

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 **EDINBURG CISD** centers.
- c. 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.
- d. Coordinate efforts with **EDINBURG CISD** to identify children with special needs and follow the **EDINBURG CISD** referral process for identification and services.
- e. Identify personnel who will attend the ARDs conducted by **EDINBURG CISD**.
- f. Assist with the distribution, completion, and submission of the required **EDINBURG CISD** student enrollment documents within the first week of a child's enrollment.
- g. Coordinate with district staff to transition children to the **EDINBURG CISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance monitoring and reporting.

- i. Meet monthly or as needed with the designated **EDINBURG CISD** personnel.
- j. 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.
- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- n. Meet and maintain Texas Child Care Licensing requirements and produce a copy of current license and promptly inform **EDINBURG CISD** of any change in license status.

D. Collaboratively EDINBURG CISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:
 1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School/HCHSP 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.

- f. The parties will establish which party will upload student-level data into CLI Engage.
- g. This MOU will be renewed when additional classes are added as a part of the collaboration.
- h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- i. 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.

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 primary contacts.

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:

- a. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. This Memorandum of understanding is performable in Hidalgo County, Texas.
- g. 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.
- h. **ECISD** is required by Texas Education Code Chapter 21 to issue contracts to all educators, including teachers who are being utilized in the **HCHSP**. These employees are not “At-Will” employees. **ECISD** complies with all Title IX and federal laws, including IDEA, and makes accommodation for employees as required. **HCHSP** will also make every attempt to comply with these federal laws to the extent **ECISD** employees provide services to **HCHSP** children and families.

Termination:

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

Governing Law:

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

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **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 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	\$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. Mario H. Salinas
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

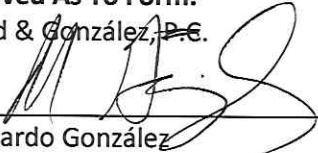
Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

By:  _____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioners Court:

Hidalgo ISD

**Memorandum of Understanding between
Hidalgo County Head Start Program
And
HIDALGO Independent School District
2021-2026**

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 (HIDALGO 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 **HIDALGO 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. **HIDALGO ISD** is a public education institution of the state of Texas. **HCHSP** and **HIDALGO ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **HIDALGO 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 **HIDALGO 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 Site:

Designated site is located in District owned building and playground space whereby utilities and maintenance of facility and playground are provided by the District. The name and address of the HCHSP site that will be served by Hidalgo Independent School District:

<p style="text-align:center">HIDALGO Head Start Center 601 Second Street HIDALGO, TX 78557</p>

Term:

The Term of this Memorandum of Understanding is for two years commencing **July 1, 2021** and ending **June 30, 2026**.

HIDALGO ISD Responsibilities:

HIDALGO ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **HIDALGO ISD** shall comply with and provide services in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable to 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 **HIDALGO ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **HIDALGO 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. HIDALGO ISD will:**

- a. Assign a **HIDALGO ISD** principal, instructional coach and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the **HIDALGO 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 **HIDALGO 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 **HIDALGO ISD** Special Education Program.
- g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration to the participating Administrators.
- j. Finance the **HIDALGO ISD** personnel and other resources as appropriate.
- k. 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 HIDALGO ISD Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children.
- b. Participate and/or assist in delivery of collaborative Professional Development for **HIDALGO ISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **HIDALGO 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.
- i. Provide assistance with daily attendance reporting to the school district.
- j. Follow collaboration protocol with any issues/concerns which may arise.
- k. Follow **HIDALGO 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 enroll the children in the district.

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 **HIDALGO ISD** campuses.
- c. 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.
- d. Coordinate efforts with **HIDALGO ISD** to identify children with special needs and follow the **HIDALGO ISD** referral process for identification and services.
- e. Identify personnel who will attend the ARDs conducted by **HIDALGO ISD**.
- f. Assist with the distribution, completion, and submission of the required **HIDALGO ISD** student enrollment documents within the first week of a child's enrollment.
- g. Coordinate with district staff to transition children to the **HIDALGO ISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance reporting.
- i. Meet monthly or as needed with the designated **HIDALGO ISD** personnel.
- j. Schedule a time for the **HCHSP** teacher and **HIDALGO ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- n. Meet and maintain Texas Child Care Licensing requirements and produce a copy of current license and promptly inform **HIDALGO ISD** of any changes in license status.

D. Collaboratively HIDALGO ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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 **HIDALGO 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:
 1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School/HCHSP 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.
- f. The parties will establish which party will upload student-level data into CLI Engage.
- g. This MOU will be renewed when additional classes are added as a part of the collaboration.
- h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- i. 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.

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 primary contacts.

Transportation Services:

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

General Conditions:

- a. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- b. It is expressly understood and agreed that, in the execution of the Agreement, **HIDALGO 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.
- c. 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.
- d. This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **HIDALGO ISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- e. 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.
- f. This Memorandum of understanding is performable in Hidalgo County, Texas.
- g. 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 ninety (90) days written notice to the other.

Governing Law:

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

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **HIDALGO 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 **HIDALGO 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	\$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 **HIDALGO ISD** and their respective elected officials, employees, representatives and agents (collectively “**HIDALGO 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 “**HIDALGO 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 **HIDALGO 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, **HIDALGO 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 **HIDALGO 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 **HIDALGO ISD** employees, anyone directly employed by the **HIDALGO ISD** or anyone for whose acts the **HIDALGO 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 **HIDALGO ISD** and **HCHSP** to provide the children the best services available.

Hidalgo Independent School District

Xavier Salinas
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
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:

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
2021-2026**

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 **Partnership** sites:

La Joya Head Start Center 607105 E. 5 th & Leo Ave. La Joya, TX 78560	Palmview II Head Start Center 618 N. Breyfogle Rd. Palmview, TX 78574	Palmview III Head Start Center 1208 Paula Drive (Unite 3) Palmview, TX 78574
Western Rd. Head Start Center 8245 E. Poinsetta Dr. Mission, TX 78573	Sullivan City Head Start Center 379 E. Expressway 83 Sullivan City, TX 78595	

Term:

The Term of this Memorandum of Understanding is for two years commencing **July 1, 2021** and ending **June 30, 2026**.

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 services in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable to 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 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. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration to the participating Administrators.
- j. Finance the **LA JOYA ISD** personnel and other resources as appropriate.
- k. 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.
- b. Participate and/or assist in delivery of collaborative Professional Development for **LA JOYA ISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **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.
- i. Provide assistance with daily attendance reporting to the school district.
- j. Follow collaboration protocol with any issues/concerns which may arise.
- k. Follow **LA JOYA 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 enroll the children in the district.

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 **LA JOYA ISD** campuses.
- c. 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.
- d. Coordinate efforts with **LA JOYA ISD** to identify children with special needs and follow the **LA JOYA ISD** referral process for identification and services.
- e. Identify personnel who will attend the ARDs conducted by **LA JOYA ISD**.
- f. 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.
- g. Coordinate with district staff to transition children to the **LA JOYA ISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance reporting.
- i. Meet monthly or as needed with the designated **LA JOYA ISD** personnel.
- j. 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.
- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- n. Meet and maintain Texas Child Care Licensing requirements and produce a copy of current license and promptly inform **LA JOYA ISD** of any changes in license status.

D. Collaboratively LA JOYA ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:
 1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School/HCHSP 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.
- f. The parties will establish which party will upload student-level data into CLI Engage.
- g. This MOU will be renewed when additional classes are added as a part of the collaboration.
- h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- i. 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.

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 primary contacts.

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:

- a. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. This Memorandum of understanding is performable in Hidalgo County, Texas.
- g. 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 ninety (90) days written notice to the other.

Governing Law:

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

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **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 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	\$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. Grisela Saenz
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

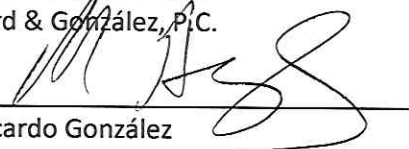
Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
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
2021-2026**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an agreement between **Hidalgo County Head Start Program (HCHSP)** and the **McAllen Independent School District (McAllen 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 **McAllen 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. **McAllen ISD** is a public education institution of the state of Texas. **HCHSP** and **McAllen ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **McAllen 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 **McAllen 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:

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 McAllen Independent School District:

Navarro Head Start Center 2100 W. Hackberry Ave. McAllen, TX 78501	Bonham Head Start Center 2400 Jordan Road McAllen, TX 78503
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Term:

The Term of this Memorandum of Understanding is for two years commencing **July 1, 2021** and ending **June 30, 2026**.

McAllen ISD Responsibilities:

McAllen ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **McAllen ISD** shall comply with and provide services in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable to 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 **McAllen ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **McAllen 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. McAllen ISD will:

- a. Assign a **McAllen ISD** principal, instructional coach and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the **McAllen 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 **McAllen 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 **McAllen ISD** Special Education Program.
- g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration to the participating Administrators.
- j. Finance the **McAllen ISD** personnel and other resources as appropriate.
- k. 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 McAllen ISD Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children.
- b. Participate and/or assist in delivery of collaborative Professional Development for **McAllen ISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **McAllen 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.
- i. Provide assistance with daily attendance reporting to the school district.
- j. Follow collaboration protocol with any issues/concerns which may arise.
- k. Follow **McAllen 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 enroll the children in the district.

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 **McAllen ISD** campuses.
- c. 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.
- d. Coordinate efforts with **McAllen ISD** to identify children with special needs and follow the **McAllen ISD** referral process for identification and services.
- e. Identify personnel who will attend the ARDs conducted by **McAllen ISD**.
- f. Assist with the distribution, completion, and submission of the required **McAllen ISD** student enrollment documents within the first week of a child's enrollment.
- g. Coordinate with district staff to transition children to the **MCALLEN ISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance reporting.
- i. Meet monthly or as needed with the designated **McAllen ISD** personnel.
- j. Schedule a time for the **HCHSP** teacher and **McAllen ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- n. Meet and maintain Texas Child Care Licensing requirements and produce a copy of current license and promptly inform **McAllen ISD** of any changes in license status.

D. Collaboratively McAllen ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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 **McAllen 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:
 1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School/HCHSP 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.
- f. The parties will establish which party will upload student-level data into CLI Engage.
- g. This MOU will be renewed when additional classes are added as a part of the collaboration.
- h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- i. 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.

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 primary contacts.

Transportation Services:

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

General Conditions:

- a. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- b. It is expressly understood and agreed that, in the execution of the Agreement, **McAllen 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.
- c. 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.
- d. This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **McAllen ISD** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- e. 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.
- f. This Memorandum of understanding is performable in Hidalgo County, Texas.
- g. 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 ninety (90) days written notice to the other.

Governing Law:

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

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **McAllen 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 **McAllen 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	\$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 **McAllen ISD** and their respective elected officials, employees, representatives and agents (collectively “**McAllen 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 “**McAllen 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 **McAllen 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, **McAllen 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 **McAllen 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 **McAllen ISD** employees, anyone directly employed by the **McAllen ISD** or anyone for whose acts the **McAllen 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 **McAllen ISD** and **HCHSP** to provide the children the best services available.

McAllen Independent School District

Conrado Alvarado
Board President

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

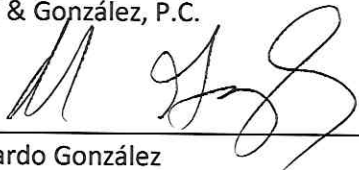
Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
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
2021-2026**

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 Site:

Designated site is located in District owned building and playground space whereby utilities and maintenance of facility and playground are provided by the District. The name and address of the HCHSP site that will be served by the Mercedes Independent School District:

<p style="text-align:center">Mercedes Head Start Center 950 W. 6th Street Mercedes, TX 78570</p>
--

Term:

The Term of this Memorandum of Understanding is for two years commencing **July 1, 2021** and ending **June 30, 2026**.

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 services in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable to 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. Assign a **MERCEDES ISD** principal, instructional coach and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the **MERCEDES 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 **MERCEDES 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 **MERCEDES ISD** Special Education Program.
- g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration to the participating Administrators.
- j. Finance the **MERCEDES ISD** personnel and other resources as appropriate.
- k. 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.
- b. Participate and/or assist in delivery of collaborative Professional Development for **MERCEDES ISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **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.
- i. Provide assistance with daily attendance reporting to the school district.
- j. Follow collaboration protocol with any issues/concerns which may arise.
- k. Follow **MERCEDES 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 enroll the children in the district.

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 **MERCEDES ISD** campuses.
- c. 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.
- d. Coordinate efforts with **MERCEDES ISD** to identify children with special needs and follow the **MERCEDES ISD** referral process for identification and services.
- e. Identify personnel who will attend the ARDs conducted by **MERCEDES ISD**.
- f. Assist with the distribution, completion, and submission of the required **MERCEDES ISD** student enrollment documents within the first week of a child's enrollment.
- g. Coordinate with district staff to transition children to the **MERCEDES ISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance reporting.
- i. Meet monthly or as needed with the designated **MERCEDES ISD** personnel.
- j. 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.
- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- n. Meet and maintain Texas Child Care Licensing requirements and produce a copy of current license and promptly inform **MERCEDES ISD** of any changes in license status.

D. Collaboratively MERCEDES ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:
 1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School/HCHSP 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.
- f. The parties will establish which party will upload student-level data into CLI Engage.
- g. This MOU will be renewed when additional classes are added as a part of the collaboration.
- h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- i. 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.

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 primary contacts.

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:

- a. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. This Memorandum of Understanding is performable in Hidalgo County, Texas.
- g. 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 ninety (90) days written notice to the other.

Governing Law:

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

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **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 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	\$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

Carolyn Mendiola
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
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:
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
2021-2026**

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 **Partnership** sites:

Mission II Head Start Center 1105 East 8 th Street Mission, TX 78572	Mission III Head Start Center 3401 N. Mayberry Mission, TX 78574	Mission IV Head Start Center 301 South Inspiration Mission, TX 78574
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These designated sites are located in District owned building and playground space whereby utilities and maintenance of facilities and playground are provided by the District. The names and addresses of the HCHSP sites that will be served by the Mission Consolidated Independent School District:

Castro Elementary Head Start Center 200 S. Mayberry Mission, TX 78572	Cantu Head Start 920 W. Main Ave. Mission, TX. 78572
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Term:

The Term of this Memorandum of Understanding is for two years commencing **July 1, 2021** and ending **June 30, 2026**.

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 services in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable to 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 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. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration to the participating Administrators.
- j. Finance the **MISSION CISD** personnel and other resources as appropriate.
- k. 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.
- b. Participate and/or assist in delivery of collaborative Professional Development for **MISSION CISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **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.
- i. Provide assistance with daily attendance reporting to the school district.
- j. Follow collaboration protocol with any issues/concerns which may arise.
- k. Follow **MISSION CISD** 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 enroll the children in the district.

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 **MISSION CISD** campuses.
- c. 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.
- d. Coordinate efforts with **MISSION CISD** to identify children with special needs and follow the **MISSION CISD** referral process for identification and services.
- e. Identify personnel who will attend the ARDs conducted by **MISSION CISD**.
- f. Assist with the distribution, completion, and submission of the required **MISSION CISD** student enrollment documents within the first week of a child's enrollment.
- g. Coordinate with district staff to transition children to the **MISSION CISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance reporting.
- i. Meet monthly or as needed with the designated **MISSION CISD** personnel.

- j. 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.
- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- n. Meet and maintain Texas Child Care Licensing requirements and produce a copy of current license and promptly inform **MISSION CISD** of any change in license status.

D. Collaboratively MISSION CISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:
 1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School/HCHSP 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.

- f. The parties will establish which party will upload student-level data into CLI Engage.
- g. This MOU will be renewed when additional classes are added as a part of the collaboration.
- h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- i. 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.

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 primary contacts.

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:

- a. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. This Memorandum of Understanding is performable in Hidalgo County, Texas.
- g. 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 ninety (90) days written notice to the other.

Governing Law:

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

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **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 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	\$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.

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. Carolina Perez
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

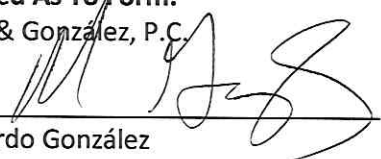
Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:

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
2021-2026**

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 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 **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 name and address of the **Partnership** site:

<p style="text-align:center">Monte Alto Head Start Center 25249 1st Street Monte Alto, TX 78538</p>

Term:

The Term of this Memorandum of Understanding is for two years commencing **July 1, 2021** and ending **June 30, 2026**.

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 services in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable to 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 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. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration to the participating Administrators.
- j. Finance the **MONTE ALTO ISD** personnel and other resources as appropriate.
- k. 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.
- b. Participate and/or assist in delivery of collaborative Professional Development for **MONTE ALTO ISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **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.
- i. Provide assistance with daily attendance reporting to the school district.
- j. Follow collaboration protocol with any issues/concerns which may arise.
- k. Follow **MONTE ALTO 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 enroll the children in the district.

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 **MONTE ALTO ISD** campuses.
- c. 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.
- d. Coordinate efforts with **MONTE ALTO ISD** to identify children with special needs and follow the **MONTE ALTO ISD** referral process for identification and services.
- e. Identify personnel who will attend the ARDs conducted by **MONTE ALTO ISD**.
- f. 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.
- g. Coordinate with district staff to transition children to the **MONTE ALTO ISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance reporting.
- i. Meet monthly or as needed with the designated **MONTE ALTO ISD** personnel.
- j. 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.
- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- n. Meet and maintain Texas Child Care Licensing requirements and produce a copy of current license and promptly inform **MONTE ALTO ISD** of any change in license status.

D. Collaboratively MONTE ALTO ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 - 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 - 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - 1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - 3. School/HCHSP 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.
- f. The parties will establish which party will upload student-level data into CLI Engage.
- g. This MOU will be renewed when additional classes are added as a part of the collaboration.
- h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- i. 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.

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 primary contacts.

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:

- a. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. This Memorandum of Understanding is performable in Hidalgo County, Texas.
- g. 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 ninety (90) days written notice to the other.

Governing Law:

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

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **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. Rosie Cobarrubias
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

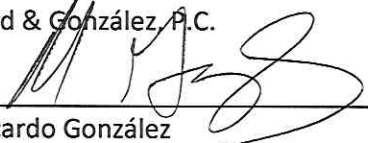
Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

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
2021-2026**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, 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 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 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 **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 **Partnership** sites:

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

Term:

The Term of this Memorandum of Understanding is for two years commencing **July 1, 2021** and ending **June 30, 2026**.

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 services in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable to 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 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. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration to the participating Administrators.
- j. Finance the **PSJA ISD** personnel and other resources as appropriate.
- k. 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.
- b. Participate and/or assist in delivery of collaborative Professional Development for **PSJA ISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **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.
- i. Provide assistance with daily attendance reporting to the school district.
- 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 enroll the children in the district.

C. HCHSP will:

- a. Assign a teacher and an assistant teacher 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. 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.
- d. Coordinate efforts with **PSJA ISD** to identify children with special needs and follow the **PSJA ISD** referral process for identification and services.
- e. Identify personnel who will attend the ARDs conducted by **PSJA ISD**.
- f. Assist with the distribution, completion, and submission of the required **PSJA ISD** student enrollment documents within the first week of a child's enrollment.
- g. Coordinate with district staff to transition children to the **PSJA ISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance reporting.
- i. Meet monthly or as needed with the designated **PSJA ISD** personnel.
- j. 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.
- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- 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.

D. Collaboratively PSJA ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:
 1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School/HCHSP 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.
- f. The parties will establish which party will upload student-level data into CLI Engage.
- g. This MOU will be renewed when additional classes are added as a part of the collaboration.
- h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- i. 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.

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 primary contacts.

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:

- a. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. This Memorandum of understanding is performable in Hidalgo County, Texas.
- g. Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- h. 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 ninety (90) days written notice to the other.

Governing Law:

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

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **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** 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 services available.

PSJA Independent School District

Dr. Jorge L. Arredondo
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

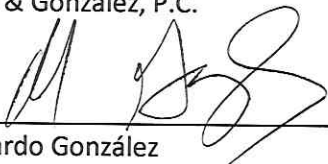
Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
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
Hidalgo County Head Start Program
And
Pharr-San Juan-Alamo Independent School District
2021-2026**

Purpose:

This collaborative partnership, the **Integrated School Readiness Partnership Model (ISRPM)**, 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 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 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 **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:

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

Term:

The Term of this Memorandum of Understanding is for two years commencing **July 1, 2021** and ending **June 30, 2026**.

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 services in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable to the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description:

Eligible children are 3 or 4 year olds as of September 1, 2018, will be dual-enrolled and served by **PSJA ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 6 hours of instruction in cognitive development by bilingual early childhood education Texas certified **PSJA ISD** funded **Integrated 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 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 6 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. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration to the participating Administrators.
- j. Finance the **PSJA ISD** personnel and other resources as appropriate.
- k. 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 6 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children.
- b. Participate and/or assist in delivery of collaborative Professional Development for **PSJA ISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **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.
- i. Provide assistance with daily attendance reporting to the school district.
- 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 enroll the children in the district.

C. HCHSP will:

- a. Assign a teacher and an assistant teacher 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. 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.
- d. Coordinate efforts with **PSJA ISD** to identify children with special needs and follow the **PSJA ISD** referral process for identification and services.
- e. Identify personnel who will attend the ARDs conducted by **PSJA ISD**.
- f. Assist with the distribution, completion, and submission of the required **PSJA ISD** student enrollment documents within the first week of a child's enrollment.
- g. Coordinate with district staff to transition children to the **PSJA ISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance reporting.
- i. Meet monthly or as needed with the designated **PSJA ISD** personnel.
- j. 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.
- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- 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.

D. Collaboratively PSJA ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:
 1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School/HCHSP 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.
- f. The parties will establish which party will upload student-level data into CLI Engage.
- g. This MOU will be renewed when additional classes are added as a part of the collaboration.
- h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- i. 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.

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 primary contacts.

Transportation Services:

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.

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.

Transportation staff will be required to meet **PSJA ISD** and Head Start Program transportation requirements including training.

General Conditions:

- a. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. This Memorandum of understanding is performable in Hidalgo County, Texas.
- g. 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 ninety (90) days written notice to the other.

Governing Law:

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

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **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** 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 services available.

Pharr-San Juan-Alamo Independent School District

Dr. Jorge L. Arredondo
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

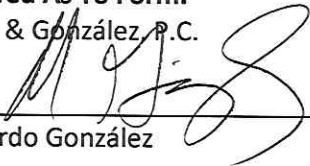
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:

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
2021-2026**

Purpose:

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an agreement between **Hidalgo County Head Start Program (HCHSP)** and the **Weslaco 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 Governing Boards (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 **Partnership** sites:

Donna I Head Start Center 1402 Silver Ave. Donna, TX 78537	Donna II Head Start Center 1715 Miller Ave. Donna, TX 78537	La Herencia Head Start Center 100 La Herencia Drive Mercedes, TX 78570
Progreso Head Start Center 109 Palm Ave. Progreso, TX 78579	Weslaco III Head Start Center 1317 N. Mile 6 ½ Weslaco, TX 78596	

This designated site is located in District owned building and playground space whereby utilities and maintenance of facility and playground are provided by the District. The name and address of the HCHSP site that will be served by the Weslaco Independent School District:

<p>North Bridge Head Start Center 2001 N. Bridge Ave. Weslaco, TX 78596</p>
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Term:

The Term of this Memorandum of Understanding is for two years commencing **July 1, 2021** and ending **June 30, 2026**.

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 services in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Head Start (OHS), OMB circulars and as applicable to 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 each instructional day 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. Assign a **WESLACO ISD** principal, instructional coach and/or other district liaison to the Hidalgo Head Start facility to provide supervision, oversight, support and evaluation of the **WESLACO ISD** teachers.
- b. Provide certified early childhood teachers to deliver 3 hours of instruction each instructional day 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 **WESLACO 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 **WESLACO ISD** Special Education Program.

- g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration to the participating Administrators.
- j. Finance the **WESLACO ISD** personnel and other resources as appropriate.

B. The WESLACO ISD Teacher/Staff will:

- a. Provide **3** hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children.
- b. Participate and/or assist in delivery of collaborative Professional Development for **WESLACO ISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **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.
- i. Provide assistance with daily attendance reporting to the school district.
- j. Follow collaboration protocol with any issues/concerns which may arise.
- k. Follow **WESLACO 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 enroll the children in the district.

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 **WESLACO ISD** campuses.
- c. 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.
- d. Coordinate efforts with **WESLACO ISD** to identify children with special needs and follow the **WESLACO ISD** referral process for identification and services.
- e. Identify personnel who will attend the ARDs conducted by **WESLACO ISD**.
- f. Assist with the distribution, completion, and submission of the required **WESLACO ISD** student enrollment documents within the first week of a child's enrollment.
- g. Coordinate with district staff to transition children to the **WESLACO ISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance reporting.
- i. Meet monthly or as needed with the designated **WESLACO ISD** personnel.
- j. 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.

- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- n. Meet and maintain Texas Child Care Licensing requirements and produce a copy of current license and promptly inform **WESLACO ISD** of any changes in license status.

D. Collaboratively WESLACO ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:
 1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School/HCHSP 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.
- f. The parties will establish which party will upload student-level data into CLI Engage.

- g. This MOU will be renewed when additional classes are added as a part of the collaboration.
- h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- i. 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.

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 primary contacts.

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:

- a. This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. This Memorandum of Understanding is performable in Hidalgo County, Texas.
- g. 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 ninety (90) days written notice to the other.

Governing Law:

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

Insurance:

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **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 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	\$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 **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 **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 Richard Cortez
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:
Oxford & González, P.C.

By: _____
Ricardo González

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