



Hidalgo County Head Start Program Policy Council Agenda

DATE: June 14, 2023

SUBJECT: Discussion/Approval of Memorandum of Understandings (MOUs) Between Hidalgo County Head Start Program and the Following Five (5) Local Education Agencies (LEA):

School District	School District
Edinburg CISD	Mission CISD
McAllen ISD	Monte Alto ISD
Mercedes ISD	

RATIONALE/NEED: The Memorandum of Understanding (MOU) is to collaborate with the Local Education Agencies in providing Head Start services to income eligible children.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

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

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

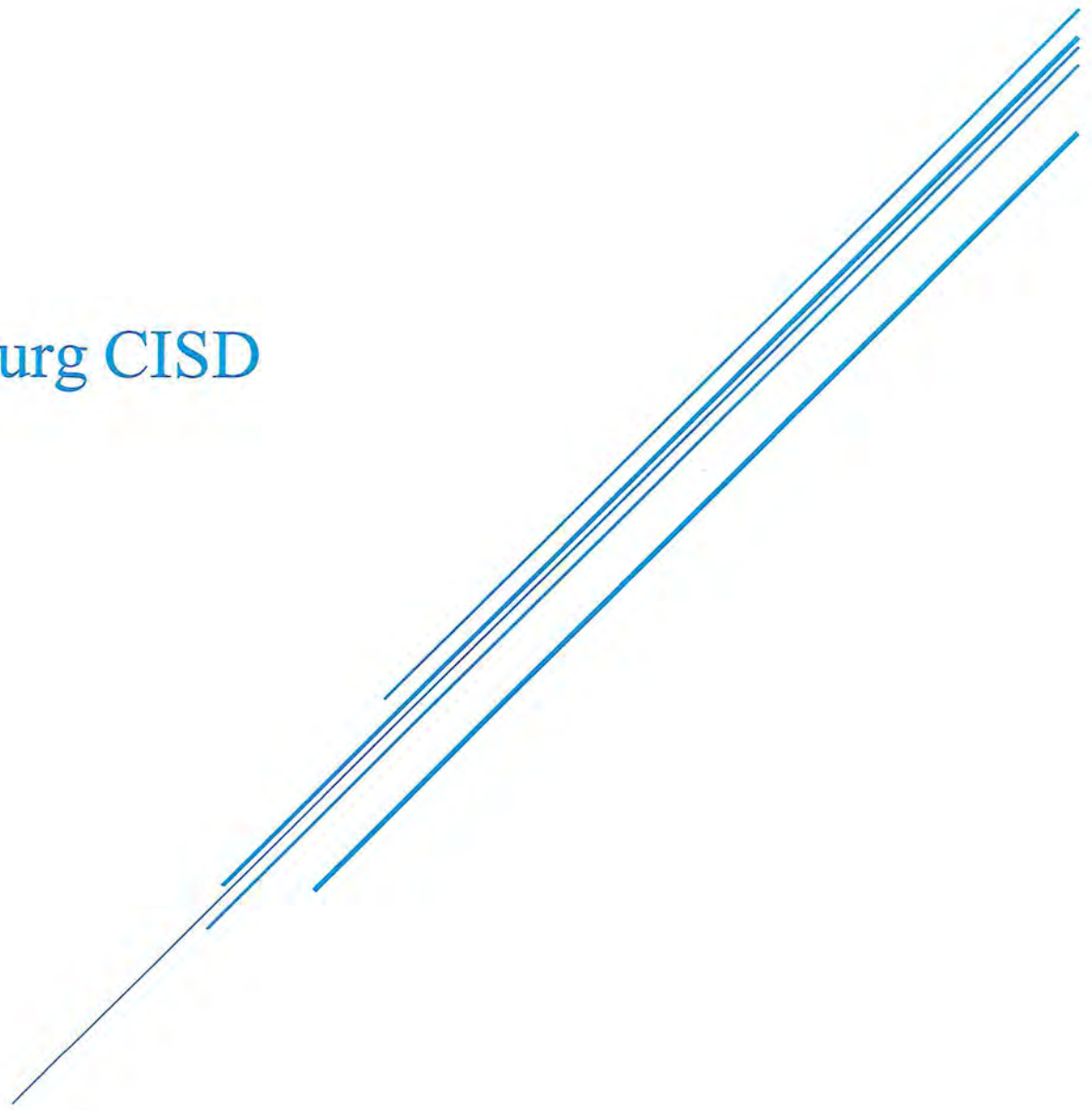
EXECUTIVE DIRECTOR'S APPROVAL: *[Signature]*



Hidalgo County Head Start Program

Policy Council Meeting Agenda Item

Edinburg CISD



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

PARTIES TO THE MOU:

This memorandum of understanding (MOU) represents a collaborative agreement between Hidalgo County Head Start Program herein referred to as HCHSP and the Edinburg Consolidated Independent School District (a political subdivision for the State of Texas and a legally constituted Independent School District located with Hidalgo County, Texas) herein referred to as "ISD," for services.

PERIOD OF MOU:

The MOU period will be from July 1, 2023, to July, 2026.

PURPOSE:

The Purpose of the HCHSP and ISD Pre-Kindergarten Partnership is to:

- A. Create full-day, full-school year early care and education services for income-eligible families who need services offered collectively by HCHSP and ISD.
- B. Co-deliver Head Start and Pre-K seamlessly with supportive child and family services.
- C. Identify the collaboration roles and responsibilities of the parties and enhance linkages and relationships to deliver coordinated services.
- D. Improve the availability, quality, and coordination of comprehensive services for children ages three through five and their families by ensuring that all children in the service area have access to high-quality education and comprehensive services, and
- E. Coordinate resources and information including data, child assessments, financial resources, equipment, and other educational supports.

REGULATORY AUTHORIZATION:

- A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing high-quality publicly funded preschool programs in the service area of the Head Start grantee is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007".
- B. In accordance with the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007," Head Start will coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.), the agencies responsible for administering Section 106 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a), and Parts B and E of Title IV of the Social Security Act (42 U.S.C. 621 et seq., 670 et seq.) programs under Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et. seq.) Even Start programs under Subpart 3 of Part B of Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6381 et seq.) programs under Section 619 and Part C of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1419, 1431et seq.), and other entities providing early childhood education and development programs or services, serving the children and families served by the Head Start agency.
- C. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded Pre-K programs are to implement high-quality Pre-K consistent with the High-Quality Pre-K program requirements in Texas Education Code (TEC) §29.167 – 29.171 and consistent with the provisions of TEC Chapters 41 and 42 and.
- D. Collaboration classrooms will align with Texas Child Care Licensing (CCL) standards, rules and laws expression, age or disability.

COLLABORATION FRAMEWORK:

HCHSP and ISD will collaborate fully with joint responsibility on the following:

- A. Educational activities including child and teacher classroom environment assessments.
- B. Recruitment activities to include public information related to the partnership.
- C. Resources and responsibilities for ongoing staff development.
- D. Program technical assistance.
- E. Assessing and responding to parent needs.
- F. Transition activities for kindergarten placement.
- G. Use of facilities.
- H. Disabilities services referrals and further assessments.
- I. Alignment of curriculum with activities and objectives that support a blended Head Start and Pre-K program approach and high-quality learning environments in which classroom teacher and teaching assistance co-deliver and share the responsibility of lesson planning, the fidelity of instruction and documented progress for all students assigned to their classroom. As a team, the teachers will collaboratively make instructional decisions and share the responsibility of student outcomes in a manner consistent with Family Educational Rights and Privacy Act (FERPA).
- J. Sharing educational data through at least 3rd grade at an aggregated level and /or individual level as appropriate to ensure program impact is measured and tracked and HCHSP and ISD name each other as "educational officials" for the purpose of FERPA records handling.
- K. Sharing documentation to support HCHSP Non-Federal Match requirements.
- L. Collaboration partners will coordinate to provide collaborative Head Start and Pre-K services for age and income eligible Pre-K children and their families for a minimum of 420 minutes per day for not less than 75,600 minutes annually.
- M. ISD will permit any Head Start federal or state authorities or other regulatory agencies to observe and evaluate the delivery and /or performance of services. This includes access to any books, papers, and records of ISD that are directly related to this Agreement for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. ISD will comply with all laws, ordinances, rules and regulations of any government entity pertaining to its performance pursuant to this Agreement.
- N. ISD will ensure, in accordance with the Federal Drug-Free Workplace Act of 1988, that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited for individuals who are directly engaged in the performance of work pursuant to this Agreement.
- O. ISD agrees to ensure attendance of ISD staff to pertinent collaboration meetings and professional development (PD) as required or mandated and appropriate proof of attendance will be provided for employment records.
- P. ISD and HCHSP leadership will schedule and convene three (3) regular collaboration meetings to evaluate and review partnership service delivery in accordance with 45 CFR Chapter XIII, Head Start Program Performance Standards (HSPPS) and the Head Start for School Readiness Act of 2007.
- Q. ISD agrees to ensure that each ISD teacher of record completes two (2) parent conferences and two (2) home visits per HCHSP requirements.
- R. If on ISD campus, ISD will provide an ISD employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the HCHSP teacher and teacher assistant (TA) for collaboration classrooms on ISD campuses.
- S. HCHSP will provide an HCHSP employee or trained volunteer in order to provide a duty-free, forty-five (45) minute lunch break for the ISD teacher and teacher assistant (TA) for collaboration classrooms on HCHSP campuses.
- T. ISD and HCHSP will remain in compliance with all local, state, and federal rules, regulations and requirements. If compliance is not met, either party may terminate this agreement immediately should the findings impact the provisions.

- U. HCHSP and ISD will develop a collaboration handbook clarifying collaboration expectations, processes and procedures that will be reviewed annually.
- V. Each classroom will support a maximum of eighteen (18) three-year-olds and a maximum of twenty-two (22) four-year-old children; five (5) HCHSP teachers and five (5) ECISD teachers will provide instruction to 3-year-old students and five (5) ECISD teachers and five (5) HCHSP teachers will provide instruction to 4-year-old students.
- W. Both the HCHSP and ISD teacher of record will submit weekly lesson plans to the ISD Principal, the HCHSP Campus Director, and the HCHSP Area Director, as applicable.
- X. ISD teachers and TAs will maintain a staff file which meets all Head Start Program Performance Standards (HSPPS) and/or Child Care Licensing Minimum Standards at both HCHSP and ISD campuses.
- Y. HCHSP teachers and TAs will maintain a staff file which meets all TEA regulations at ISD campuses.
- Z. A minimum of two (2) home visits (in child's home) will be conducted by ISD and HCHSP teacher of record with all collaboration families. ISD and HCHSP TA's will be encouraged to participate in all home visits; however, ISD TA's will not be required to participate in home visits.
- AA. A minimum of two (2) parent conferences at collaboration will be conducted with all collaboration families. ISD and HCHSP TAs will be encouraged to participate on all parent conferences; and
- BB. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

TEA State Approved PK Assessment Requirements for Collaboration Classrooms:

- a. CLI Engage 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 vendor.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI Engage before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI Engage of the contacts.
 2. Collaboration information must be submitted to CLI Engage 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. ECISD Head Start Supervisor / 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 be removed from the other party at any time.
- i. CLI Engage 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.

HCHSP RESPONSIBILITIES:

- A. HCHSP will provide one (1) Bilingual certified Head Start teacher of record to be paired with one (1) ISD Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant. HCHSP agrees to implement the new 10 / 10 model; wherein HCHSP hires 10 fully certified Bilingual teachers and ISD hires 10 fully certified Bilingual teachers.
- B. In the event that HCHSP cannot hire 10 fully certified Bilingual teachers, HCHSP agrees to hire 5 fully certified bilingual teachers and hire all 20 teacher assistants.
- C. HCHSP agrees to finalize and confirm model option on or before June 1, 2023.
- D. HCHSP will provide one (1) Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant to be paired with one (1) Bilingual ISD teacher.
- E. HCHSP will ensure vacancies for Head Start teachers and TA's are filled by HCHSP as soon as a possible;
- F. HCHSP will permit ISD and other regulatory agencies to observe and evaluate the delivery and/or performance of contracted services. This includes access to any books, papers, and records of ISD that are directly related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. HCHSP and ISD must comply with all laws, ordinance, rules, and regulations of any government entity pertaining to its performance pursuant to this Agreement.
- G. HCHSP will maintain complete records which pertain to the Agreement for a period of three (3) years beyond the Agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period.
- H. HCHSP will provide children and family support services as per 45 CFR Chapter XIII.
- I. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007.
- J. HCHSP will complete, maintain and review Head Start child files for eligibility criteria requirement.
- K. HCHSP will ensure Head Start representatives regularly conduct scheduled on going, on-site. monitoring visits, technical assistance and training, and review of children and family files.
- L. HCHSP will provide ISD with written copies of site visit reports for corrective action as appropriate.
- M. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program.
- N. HCHSP will provide meals to all collaboration children, as per USDA/School Nutrition Program guidelines for all children on HCHSP and ISD campuses (if on ISD campuses). HCHSP and ISD staff are encouraged to eat with the children at lunch (family style service) and will have their meals reimbursed from Head Start funds on a monthly basis upon verification of eligibility and meal consumption.
- O. HCHSP will indemnify and hold harmless ISD, its offices, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the contractor, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligation to the extent permitted by Texas law; and
- P. HCHSP will indemnify and hold harmless ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursements its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity or defense.
- Q. In the event of any type of Licensing violation or wrongdoing by an ISD teacher and/or ISD teacher assistant, HCHSP and ISD will conduct their respective investigations. If licensing permits the ISD teacher and/or teacher assistant to remain at the Head Start campus, HCHSP will allow them to remain at the campus and ISD administration will handle all remediation actions including professional development, growth plan, and/or any other actions to remedy the situation.

ISD RESPONSIBILITIES:

- A. ISD will provide one (1) Bilingual certified ISD teacher of record to be paired with one (1) HCHSP Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant. ISD agrees to implement the new 10 / 10 model; wherein ISD hires 10 fully certified Bilingual teachers and HCHSP hires 10 fully certified Bilingual teachers.
- B. In the event HCHSP cannot hire 10 fully certified Bilingual teachers, ISD agrees to hire 15 fully certified Bilingual teachers.
- C. ISD will provide one (1) Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant to be paired with one (1) HCHSP Bilingual teacher.
- D. The non-federally funded teacher and teaching assistant compensation will be considered Non-Federal Match for HCHSP. Other staff such as administrative staff additional teaching staff (music, library, and art) should be charged on a percentage basis of time/children to be included as Non-Federal Share for HCHSP. Documentation of this cost will be submitted by ISD to HCHSP.
- E. If on ISD campus, ISD will provide office space for Campus Director and Support Services Staff, and space for custodial services for meal prep.
- F. Advocate to be available onsite for engaging and supporting families.
- G. ISD will provide email accounts and internet access to all collaboration ISD Staff, as applicable.
- H. ISD will collaborate with HCHSP to correct any written notice of findings and/or noncompliance(s) found during the Head Start Program Review process and provide written evidence of correction or improvement.
- I. ISD will maintain complete records which pertain to the agreement for a period of three (3) years beyond the agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period.
- J. If on ISD campus, ISD will ensure that existing ISD campus medical staff is available to all children enrolled in collaboration classrooms and will assist the HCHSP staff with invasive procedures or other assigned duties which non-licensed personnel are unable to perform. This will include provision for State of Texas annual requirements for vision and hearing screenings to be completed within forty-five (45) days of the first day of school. In addition, ISD campus medical staff will assist HCHSP in collecting children's immunizations, physicals, dental checkups, and lead testing prior to enrollment in order to receive full day services;
- K. ISD will comply with TEA requirements on criminal background checks to ensure that potential employees have not been convicted of crimes that would invalidate their acceptability for employment.
- L. ISD will complete annually and prior to the first day of school the ISD Personnel File Requirements form to serve as the Head Start Personnel File as required by HCHSP regulations (See Appendix F).
- M. ISD will maintain child and family data, that contains personal and confidential information, within a secured area accessible to collaboration staff.
- N. ISD will not assist, transfer, or subcontract for the provision of services under this Agreement prior to written consent obtained from HCHSP.
- O. ISD will indemnify and hold harmless HCHSP, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursement to its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees are negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity of defense;
- P. ISD agrees to comply with 45 CFR Chapter XIII, HSPPS and the Head Start School Readiness Act of 2007 and the other applicable regulations provided by HCHSP.

- Q. If on ISD campus, ISD will provide, at no cost to HCHSP, classroom space on ISD campuses where like-aged children attend. The space, along with usual and customary usage of the accompanying facilities such as library and playground, will be assigned at a fair market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations shall be utilized by HCHSP for Non-Federal Match.
- R. If on ISD campus, on a periodic basis, HCHSP and/or its contractor will be given access to perform a certified facilities appraisal for space use in the collaboration.
- S. ISD will receive all evidence-based referrals from HCHSP to Local Education Agency (LEA) for part B or related services and maintained reciprocal progress communications 60, 90 and 120 days from date of referral.
- T. ISD will provide appropriate substitute staff in collaboration classes.
- U. ISD will allow outside evaluators to monitor or assess the classroom and instructional delivery, including Classroom Assessment and Scoring System (CLASS) assessors up to two (2) times annually as required by 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007 and support ongoing coaching towards improving instruction and CLASS score over time.
- V. If on ISD campus, ISD will provide one (1) internal static IP for the Network Video Recorder to support the video surveillance cameras that HCHSP will provide for all collaboration classrooms to include playground and hallways that are used by collaboration.
- W. ISD staff will be considered in the child-to-staff ratio.
- X. If on ISD campus, ISD will provide toilet training changing tables and space for those children who need support.

CLASS COMPOSITION:

- A. Each classroom will support a maximum of eighteen (18) three-year-old and a maximum of twenty-two (22) four-year-old children. Both parties will support full enrollment of qualifying students.
- B. If on ISD campus, classrooms will be located in ISD and HCHSP campuses, if not on ISD campus, classrooms will be located at HCHSP campuses.
- C. Ten (10) percent of student slots will be available for children with special needs to support HSPPS.

ELIGIBILITY:

- A. ISD and HCHSP will ensure that the program meets and maintains eligibility, recruitment, selection, enrollment, and attendance requirements as required by both TEA and HSPPS Part §1302.1, Subpart A.
- B. Children must meet age requirements (three or four years of age) by September 1 of each enrollment year.
- C. At least ninety percent (90%) of children enrolled are from low-income families within the one hundred percent (100%) federal poverty guidelines and no more than ten percent (10%) of children enrolled are from families within one hundred thirty percent (130%) of the federal poverty guidelines.
- D. Families' income is verified by HCHSP employee, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program; and
- E. HCHSP will assist ISD with obtaining annual eligibility updates from collaboration children and families as required by state and local entities. ISD will publicize Pre-K through public notices in English and Spanish in accordance with the TEC 29.153 (e), p.192.

RECRUITMENT:

- A. ISD and HCHSP will recruit from service areas identified as those most in need.

- B. ISD and HCHSP will ensure, prior to the beginning of the enrollment year, the solicitation of applications from as many Head Start eligible families with the service area as possible, and
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment is obtained.

SELECTION:

- A. ISD and HCHSP will ensure that no children are placed in the collaboration classes without following established systematic selection process criterion.
- B. ISD and HCHSP will ensure that evidence is collected that fully supports proof of eligibility; and
- C. At the beginning of each enrollment year ISD will assist HCHSP to develop and maintain a Head Start waitlist that ranks Head start eligible children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide joint Pre-K and Head Start Registration.
- B. Full enrollment shall be maintained at all times (each classroom shall have a maximum of eighteen (18) three-year-old and a maximum of twenty-two (22) four-year-old children per classroom with two (2) adults present).
- C. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal.
- D. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year.
- E. ISD and HCHSP will monitor enrollment vacancies to ensure vacancies are filled with newly enrolled students within thirty (30) calendar days from the date of a declared vacancy.
- F. ISD and HCHSP will ensure that a child found to be eligible for participation in the collaboration will remain eligible throughout the school year and the succeeding enrollment year (if applicable); and

ATTENDANCE:

- A. ISD and HCHSP will initiate appropriate family support procedures for all children with multiple and/or consecutive absences. When a child is absent, parents will be contacted by HCHSP within one (1) hour of school start time unless the parent has previously arranged the absence.
- B. ISD and HCHSP will provide collaborative services to eligible students for the district adopted school calendar year.
- C. ISD will allow HCHSP to communicate freely with the families of children enrolled and attending collaboration classrooms.
- D. HCHSP and ISD teacher or TA will report attendance in respective system by 10:15 a.m. M-F.
- E. HCHSP AND ISD will work collaboratively to meet the 96 % attendance goal.
- F. HCHSP and ISD will ensure that parents are informed about Texas compulsory attendance laws and requirements.
- G. ISD will take all necessary Texas compulsory attendance preventative measures as currently being conducted in the ISD.

SUSPENSION AND EXPULSION:

Limitations on Suspension

To support children and to support the HSPPS §1302.17:

- A. The use of suspension must be prohibited or severely limited due to a child's behavior. Such suspensions may only be temporary in nature and must be approved by both ISD and HCHSP.

- B. A temporary suspension must be used only as a last resort and defined in TEC 37.005 (c);
- C. Before ISD and HCHSP determine whether a temporary suspension is necessary, both participating agencies must engage with a HCHSP mental health consultant, collaborate with the parents, the child's teacher, the school administrator and utilize appropriate community resources such as behavior coaches, psychologists, other appropriate specialists, or other resources as needed, to determine no other reasonable option is appropriate; and/or
- D. if a temporary suspension is deemed necessary, HCHSP and ISD must help the child return to full participation in all HCHSP and ISD activities as quickly as possible while ensuring the child's safety by:
 - 1. Continuing to engage with the parents and mental health consultant and continuing to utilize appropriate community resources.
 - 2. Developing and implementing a written plan to document the action and support needed.
 - 3. Providing services that include home visits; and
 - 4. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities throughout the nation) is appropriate.

Prohibition on Expulsion

To support children and to support the HSPPS §1302.17:

- A. A child cannot be expelled or withdrawn from the partnership program due to the child's behavior except as required by 20 U.S. C 7151 and TEC 37.007 (e) and (h). Temporary home-based services will be provided by HCHSP.
- B. If a child exhibits persistent and serious challenging behaviors all possible steps must be taken and documented to address such problems and to facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a HCHSP mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. 705 (9) (b) of the Rehabilitation Act is not excluded from the program on the basis of disability.
- C. If a child has an Individualized Educational Plan (IEP), ISD must consult with HCHSP to ensure the child receives the needed support services; and/or
- D. If a child does not have an IEP, HCHSP must collaborate, parental consent needed, with ISD personnel responsible for implementing the IDEA and initiating the **Response to Intervention (RTI)** protocol.

POLICY ON FEES:

- A. There are no fees associated with participation in collaborative ISD and HCHSP services; and
- B. No child will be disallowed from participation due to standardized dress.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. If on ISD campus, each classroom may participate in library, computer, music and P.E. classes as scheduling allows.
- B. ISD will secure a substitute teacher in the event that the ISD teacher is absent from duty. Costs incurred for ISD substitute will be paid by ISD.
- C. HCHSP will secure a substitute teacher in the event that the HCHSP teacher and/or HCHSP TA is absent from duty. Cost incurred for HCHSP substitute will be paid by HCHSP.
- D. ISD Head Start Administrator will serve as supervisor and evaluator for ISD Pre-K teacher and TA as well as provide informed feedback on HCHSP teacher and teacher assistant, as applicable.
- E. HCHSP Administration, HCHSP Campus Director and HCHCP T-TESS Certified appraiser will serve as supervisors and evaluators for HCHSP PK teacher and TA as well as provide informed feedback on ISD teacher and teacher assistant, as applicable.

- F. ISD Head Start Administrator and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP teachers will utilize a state-adopted, research-based curriculum in all collaboration classrooms that are aligned with Head Start **Early Learning Outcomes Framework (ELOF):** Ages Birth to Five, as per 45 CFR §1302.32, and that follows the Texas Pre-K Guidelines. The curriculum, developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classroom will be provided by ISD and HCHSP.
- B. ISD and HCHSP will collaborate in the decision-making process of selection of partnership Pre-K curriculum.
- C. ISD and HCHSP program agree to implement Frog Street 2020 PK Bilingual Curriculum. It is further agreed that the parties will purchase and provide the required number of curriculum kits based on the final HCHSP / ISD model of implementation.
- D. In the event that ISD chooses to make significant adaptations to a curriculum to better meet the needs of one or more specific populations, these adaptations must be based on valid research and must have standardized procedures and curriculum materials to support implementation. In addition, ISD and HCHSP must assess whether the adaptation adequately facilitates progress toward meeting school readiness goals as per 45 CFR §1302.323.
- E. ISD and HCHSP teachers will co-plan with their TA's and with partnering collaboration classroom teachers on a weekly basis to coordinate theme-based, hands-on developmentally appropriate instructional activities.
- F. In accordance with ELOF, ISD and HCHSP teachers will utilize state adopted curriculum with fidelity and evidenced by weekly lesson plans that include teaching objectives; whole and small group instruction; child directed learning centers, and outdoor play and learning experiences; and
- G. The school program for dual language learners must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.
- H. HCHSP will utilize all ECISD Curriculum such as Curriculum Guides, Google Drive resources and other materials provided by the district for the sole purpose of instruction with HCHSP/ECISD students. Further, HCHSP assures ECISD that such materials will not be shared with any other entity or school districts.

Schedule

- A. ISD and HCHSP will provide educational services at HCHSP and ISD campuses (if on ISD campus) in accordance with ISD hours and school year calendar.
- B. ISD and HCHSP will provide a forty-five (45) minute duty-free lunch and minimum of forty-five (45) minutes for planning for classroom teachers in accordance with Texas Education Code Section 21.405; and
- C. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start teacher before the first day of the program year, when feasible.

Professional Development

- A. HCHSP teachers will be invited to appropriate ISD professional development during the program year that include ISD teachers;
- B. ISD teachers will be invited to appropriate HCHSP professional development during the program year that includes HCHSP teachers, and
- C. Collaboration teachers will be trained annually on Child Care Licensing regulations and HSPPS.

Screening/Assessment & Ongoing Progress Monitoring

- A. ISD will collaborate with HCHSP in the decision-making around TEA approved screening tools and Kindergarten Ready Assessment.
- B. Collaboration teachers will administer developmental screenings within 45 days of child enrollment.

- C. Collaboration teachers will administer assessments at the beginning, middle and the end of the year; and
- D. HCHSP requires all classrooms to be assessed using the CLASS tool two (2) times annually and used to inform coaching strategies. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the CLASS assessment tool up to two (2) times annually as required by per 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007.

Educational Data

- A. ISD will work to ensure that HCHSP receives aggregated and de-identified assessment data for children currently and previously enrolled in Head Start to support TEA's Early Childhood Data System.
- B. HCHSP will request data be provided by location for kindergarten to 3rd grade for all children previously enrolled in Head Start, de-identified and in the aggregate.
- C. HCHSP and ISD will comply with **Health Insurance Portability Act (HIPPA)** and **Family Educational Rights and Privacy Act (FERPA)** with respect to all provided data.
- D. HCHSP & ISD designated the other party as an "educational official" for the purpose of FERPA. Educational data may not be shared with third parties that have not been designated as "education officials" or otherwise authorized by parent; and
- E. The responsibilities and commitments of each Party, as they relate to data sharing, is outlined in the Data Sharing Agreement and Process.

Integrated Technology IT and Public Information Management System (PEIMS)

- A. HCHSP will provide ISD full access to GoEngage Data Base.
- B. HCHSP will provide GoEngage Validated Reports to ISD Head Start Administrator and/or PEIMS Secretary to assist with creation on ECISD Student profiles on Skyward.
- C. HCHSP will ensure that all student demographic data matches student's legal documents on file.
- D. HCHSP and ISD will work collaboratively to correct any student data discrepancies.
- E. HCHSP will provide student class assignments to ISD prior to the 1st day of the instructional school calendar so that ISD can enter student schedules on SKYWARD.
- F. ISD will provide HCHSP Teachers email access and Google Drive access for the sole purpose of curriculum resources.

Coordination of Student Support & Supplementary Services

HCHSP will initiate meetings between ISD and HCHSP. Meetings will be held at least two (2) times annually to facilitate ongoing problem solving and evaluation of the collaboration. Additional meetings may be initiated by either agency as the need arises.

PHYSICAL ENVIRONMENT:

HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in ISD classrooms. HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Support Services Assistants will provide referral and family engagement services to all families participating in the collaboration.
- B. HCHSP Support Services Assistants will work with all families to develop family partnership Agreements and assist families to develop goals toward school readiness and family engagement outcomes, including family well-being, parent child relationships, families as life-long educators, families as learners, family engagement transitions, family connection to peers and the local community, and families as advocates and leaders.
- C. HCHSP provides and encourages opportunities to all families participating in the collaboration to attend a research-based Parent Curriculum training and bi-monthly or quarterly parent trainings.

- D. HCHSP provides and encourages all parents to participate in HCHSP Parent Committees, Policy Council, and other parent advisory groups.
- E. Parents are encouraged to have ongoing communication with both HCHSP and ISD staff; and
- F. HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. HCHSP Nutrition Director will generate and track referrals for any HCHSP child with documented concerns with height and /or weight.
- B. HCHSP Health Director will generate and track referrals for any HCHSP child to meet any treatment needs associated with health; and
- C. HCHSP Mental Health /Disability Director will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concern or developmental delay. The Specialist will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

In the event that funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this contract shall terminate. No modification to this MOU shall be binding upon either party unless the MOU is amended in writing and approved by both parties. Either party may terminate this MOU upon one-hundred eighty (180) day written notice to the other party. This MOU may also be terminated at any time upon mutual written agreement of the parties. If either party, HCHSP and/or ISD is unable to maintain highly qualified Bilingual Certified teachers in every classroom as agreed to; either party may terminate this MOU at the end of the school year. If a vacancy occurs due to unforeseen circumstances, teacher resignation or classroom vacancy, HCHSP and ISD will fill the vacant position with a Highly Qualified Bilingual teacher within 60 days.

NON-ASSIGNMENT AND SUBCONTRACTING:

This Agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks, or performances under this agreement without the written consent of the other party.

ORAL AND WRITTEN AGREEMENTS:

All oral and/or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Any alterations, additions, or deletions in the terms of this MOU shall not be binding unless made by written amendment executed by both parties.

INDEPENDENT CONTRACTORS:

Each party and the officers, employees, agents, subcontractors, or other Consultants thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other party.

WAIVERS:

The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by ISD of any immunities from suit or from liability that ISD may have operation of law, state, or federal law. A waiver by either of the parties of any of the covenants, conditions, or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

ASSIGNMENTS:

The rights, responsibilities and duties under this contract are personal to the Consultant and shall not be transferred or assigned without the express prior written approval of the ISD.

NON-DISCRIMINATION:

Each party certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

GOVERNING LAW AND VENUE:

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Hidalgo County, Texas.

ALTERNATIVE DISPUTE RESOLUTION:

Claims and disputes associated with this contract will not be resolved by arbitration or other alternative dispute resolution process unless court ordered or otherwise mutually agreed to in writing by both parties.

CAPTIONS:

The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

SEVERABILITY:

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

FORCE MAJEURE:

Neither party will be liable to the other party hereunder or in default under this Contract for failure of performance resulting from acts or events beyond the reasonable control of such party including by way of example and not limitation acts of God, civil disturbances, war, and strikes.

ADDENDUMS:

Addendum(s) to this memorandum of understanding (MOU) may from time to time be modified, after collaboration between the administrative staff of HCHSP and ISD to accommodate school calendars, staff assignments at HCHSP and ISD campuses, and transfer of facilities. Edinburg Consolidated Independent School Board and Hidalgo County Commissioners Court hereby authorizes the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments and transfer of facilities as they deem necessary to effectuate this Memorandum of Understanding.

NOTICES:

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) To ISD:

Edinburg Consolidated Independent School District
c/o Dr. Mario Salinas, Superintendent of Schools
411 N. 8th Avenue
Edinburg, TX 78539

(2) To HCHSP:

Hidalgo County Head Start Program
c/o Mrs. Irma Peña, Executive Director
1901 W. State Hwy 107
McAllen, TX 78504

ATTACHMENTS:

Attachments are herein incorporated by reference and are made a part of this MOU.

IN WITNESS WHEREOF, the Commissioners' Court and the Edinburg Consolidated Independent School Board acting by their duly authorized representatives, have executed this MOU to be effective as of the latest date on which is signed by the authorized representatives of the Parties.

Edinburg Consolidated Independent School District

M. H. Salinas

06.06.23

Dr. Mario Salinas
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Irma Peña, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, P.C.
DBA, Oxford & González

By: _____
Ricardo González

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



Hidalgo County Head Start Program

Policy Council Meeting Agenda Item

McAllen ISD



**Memorandum of Understanding Between
Hidalgo County Head Start Program
And
McAllen Independent School District**

PARTIES TO THE MOU:

This memorandum of understanding (MOU) represents a collaborative agreement between Hidalgo County Head Start Program herein referred to as HCHSP and the McAllen Independent School District (a political subdivision for the State of Texas and a legally constituted Independent School District located with Hidalgo County, Texas) herein referred to as "ISD," for services.

PERIOD OF MOU:

The MOU period will be from July 1, 2023 to June 30, 2026.

PURPOSE:

The Purpose of the HCHSP and ISD Pre-Kindergarten Partnership is to:

- A. Create full-day, full-school year early care and education services for income-eligible families who need services offered collectively by HCHSP and ISD.
- B. Co-deliver Head Start and Pre-K seamlessly with supportive child and family services;
- C. Identify the collaboration roles and responsibilities of the parties and enhance linkages and relationships to deliver coordinated services;
- D. Improve the availability, quality and coordination of comprehensive services for children ages three through five and their families by ensuring that all children in the service area have access to high-quality education and comprehensive services, and
- E. Coordinate resources and information including data, child assessments, financial resources, equipment and other educational supports.

REGULATORY AUTHORIZATION:

- A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing high-quality publicly funded preschool programs in the service area of the Head Start grantee is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007";
- B. In accordance with the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007," Head Start will coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.), the agencies responsible for administering Section 106 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a), and Parts B and E of Title IV of the Social Security Act (42 U.S.C. 621 et seq., 670 et seq.) programs under Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et. seq.) Even Start programs under Subpart 3 of Part B of Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6381 et seq.) programs under Section 619 and Part C of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1419, 1431et seq.), and other entities providing early childhood education and development programs or services, serving the children and families served by the Head Start agency;
- C. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded Pre-K programs are to implement high-quality Pre-K consistent with the High-Quality Pre-K program requirements in **Texas Education Code** (TEC) §29.167 – 29.171 and consistent with the provisions of TEC Chapters 41 and 42 Collaboration classrooms that are assigned to HCHSP facilities will align with **Texas Child Care Licensing** (CCL) standards, rules and laws expression, age or disability. Collaboration classrooms that are assigned to ISD facilities will align with **Texas Education Agency** (TEA)

standards, rules and laws expression, age or disability and will be exempt from **Texas Child Care Licensing (TXCCL)** standards, rules and laws.

COLLABORATION FRAMEWORK:

HCHSP and ISD will collaborate fully with joint responsibility on the following:

- A. Educational activities including child and teacher classroom environment assessments;
- B. Recruitment activities to include public information related to the partnership;
- C. Resources and responsibilities for ongoing staff development;
- D. Program technical assistance;
- E. Assessing and responding to parent needs;
- F. Transition activities for kindergarten placement;
- G. Use of facilities;
- H. Disabilities services referrals and further assessments;
- I. Alignment of curriculum with activities and objectives that support a blended Head Start and Pre-K program approach and high-quality learning environments in which classroom teacher and teaching assistance co-deliver and share the responsibility of lesson planning, the fidelity of instruction and documented progress for all students assigned to their classroom. As a team, the teachers will collaboratively make instructional decisions and share the responsibility of student outcomes in a manner consistent with **Family Educational Rights and Privacy Act (FERPA)**;
- J. Sharing educational data through at least 3rd grade at an aggregated level and /or individual level as appropriate to ensure program impact is measured and tracked and HCHSP and ISD name each other as “educational officials” for the purpose of FERPA records handling;
- K. Sharing documentation to support HCHSP Non-Federal Match requirements;
- L. Collaboration partners will coordinate to provide collaborative Head Start and Pre-K services for age and income eligible Pre-K children and their families for a minimum of 420 minutes per day for not less than 1,020 hours annually;
- M. ISD will permit any Head Start federal or state authorities or other regulatory agencies to observe and evaluate the delivery and /or performance of services. This includes access to any books, papers, and records of ISD that are directly related to this Agreement for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. ISD will comply with all laws, ordinances, rules and regulations of any government entity pertaining to its performance pursuant to this Agreement;
- N. ISD will ensure, in accordance with the Federal Drug-Free Workplace Act of 1988, that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited for individuals who are directly engaged in the performance of work pursuant to this Agreement;
- O. ISD agrees to ensure attendance of ISD staff to pertinent collaboration meetings and **professional development (PD)** as required or mandated and appropriate proof of attendance will be provided for employment records;
- P. ISD and HCHSP leadership will schedule and convene three (3) regular collaboration meetings to evaluate and review partnership service delivery in accordance with 45 CFR Chapter XIII, **Head Start Program Performance Standards (HSPPS)** and the Head Start for School Readiness Act of 2007;
- Q. ISD agrees to ensure that each ISD teacher of record completes two (2) parent conferences and two (2) home visits per HCHSP requirements.
- R. ISD will provide an ISD employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the HCHSP teacher and **teacher assistant (TA)** for collaboration classrooms on ISD campuses;
- S. HCHSP will provide an HCHSP employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the ISD teacher and **teacher assistant (TA)** for collaboration classrooms on HCHSP campuses;
- T. ISD and HCHSP will remain in compliance with all local, state and federal rules, regulations and requirements. If compliance is not met, either party may terminate this agreement immediately should the findings impact the provisions;

- U. HCHSP and ISD will develop a collaboration handbook clarifying collaboration expectations, processes and procedures that will be reviewed annually;
- V. Each classroom will support a maximum of twenty (22) three-year-old and a maximum of twenty (24) four-year-old children;
- W. Both the HCHSP and ISD teacher of record will submit weekly lesson plans to the ISD Principal, the HCHSP Campus Director, and the HCHSP Area Director, as applicable;
- X. ISD teachers and TAs will maintain a staff file which meets all **Head Start Program Performance Standards** (HSPPS) and/or Child Care Licensing Minimum Standards at both HCHSP and ISD campuses;
- Y. HCHSP teachers and TAs will maintain a staff file which meets all TEA regulations at ISD campuses;
- Z. A minimum of two (2) home visits (in child's home) will be conducted by ISD and HCHSP teacher of record with all collaboration families. ISD and HCHSP TA's will be encouraged to participate on all home visits;
- AA. A minimum of two (2) parent conferences at collaboration will be conducted with all collaboration families. ISD and HCHSP TAs will be encouraged to participate on all parent conferences; and
- BB. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

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:
 - a. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 - b. 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.
 - c. Primary contacts from both parties will approve collaboration details in writing via email.
 - d. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- C. Both parties will be able to view and edit data for only those classes approved by both parties.
- D. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - a. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - b. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - c. School/HCHSP Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - d. 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- E. The parties will establish which party will upload student-level data into CLI Engage.
- F. This MOU will be renewed when additional classes are added as a part of the collaboration.
- G. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- H. 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.

HCHSP RESPONSIBILITIES:

- A. HCHSP will provide one (1) certified Head Start teacher of record to be paired with one (1) ISD Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant;
- B. HCHSP will provide one (1) Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-3) or Child Development Associate (CDA) credentialed teaching assistant to

- be paired with one (1) ISD teacher. The teaching assistant hired by HCHSP will be required to have a minimum of a CDA credential within two (2) years of hire;
- C. HCHSP will provide one (1) CDA disability aide/floater for every two (2) collaboration classrooms that will support both the HCHSP and ISD teachers of record, to alternate between both classrooms (AM & PM) or as needed to support children with special needs or children with challenging behaviors;
 - D. HCHSP will ensure vacancies for Head Start teachers and TA's are filled by HCHSP as soon as a possible;
 - E. HCHSP will permit ISD and other regulatory agencies to observe and evaluate the delivery and/or performance of contracted services. This includes access to any books, papers, and records of ISD that are directly related to this contract for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. HCHSP an ISD must comply with all laws, ordinance, rules and regulations of any government entity pertaining to its performance pursuant to this Agreement;
 - D. HCHSP will maintain complete records which pertain to the Agreement for a period of three (3) years beyond the Agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
 - E. HCHSP will provide children and family support services as per 45 CFR Chapter XIII;
 - F. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007;
 - G. HCHSP will complete, maintain and review Head Start child files for eligibility criteria requirement;
 - H. HCHSP will ensure Head Start representatives regularly conduct scheduled on going, on-site monitoring visits, technical assistance and training, and review of children and family files;
 - I. HCHSP will provide ISD with written copies of site visit reports for corrective action as appropriate;
 - J. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program;
 - K. HCHSP will provide meals to the all collaboration children, as per USDA/School Nutrition Program guidelines for all children on HCHSP and ISD campuses. HCHSP and ISD staff are encouraged to eat with the children at lunch (family style service) and will have their meals reimbursed from Head Start funds on a monthly basis upon verification of eligibility and meal consumption.
 - L. HCHSP will indemnify and hold harmless ISD, its offices, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the contractor, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligation to the extent permitted by law; and
 - M. HCHSP will indemnify and hold harmless ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursements its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by law without waiver of any immunity or defense.

ISD RESPONSIBILITIES:

- A. ISD will provide one (1) certified ISD teacher of record to be paired with one (1) HCHSP Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant;
- B. ISD will provide one (1) Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant to be paired with one (1) HCHSP teacher. The teaching assistant hired by ISD will be required to have a minimum of a CDA credential within two (2) years of hire;
- C. The non-federally funded teacher and teaching assistant compensation will be considered Non-Federal Match for HCHSP. Other staff such as administrative staff additional teaching staff (music, library and art) should be charged on a percentage basis of time/children to be included as Non-Federal Share for HCHSP. Documentation of this cost will be submitted by ISD to HCHSP;

- D. ISD will provide office space for Campus Director and Support Services Staff, and space for custodial services for meal prep;
- E. Advocate to be available onsite for engaging and supporting families;
- F. ISD will provide email accounts and internet access to all collaboration ISD Staff, as applicable;
- G. ISD will collaborate with HCHSP to correct any written notice of findings and/or noncompliance(s) found during the Head Start Program Review process and provide written evidence of correction or improvement;
- H. ISD will maintain complete records which pertain to the agreement for a period of three (3) years beyond the agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- I. ISD will ensure that existing ISD campus medical staff is available to all children enrolled in collaboration classrooms and will assist the HCHSP staff with invasive procedures or other assigned duties which non-licensed personnel are unable to perform. This will include provision for State of Texas annual requirements for vision and hearing screenings to be completed within forty-five (45) days of the first day of school. In addition, ISD campus medical staff will assist HCHSP in collecting children's immunizations, physicals, dental checkups, and lead testing prior to enrollment in order to receive full-day services;
- J. ISD will comply with TEA requirements on criminal background checks to ensure that potential employees have not been convicted of crimes that would invalidate their acceptability for employment;
- K. ISD will complete annually and prior to the first day of school the ISD Personnel File Requirements form to serve as the Head Start Personnel File as required by HCHSP regulations;
- L. ISD will maintain child and family data, that contains personal and confidential information, within a secured area accessible to collaboration staff;
- M. ISD will not assist, transfer or subcontract for the provision of services under this Agreement prior to written consent obtained from HCHSP;
- N. ISD will indemnify and hold harmless HCHSP, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursement to its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees are negligence in the performance of its obligations to the extent permitted by law and without waiver of any immunity of defense;
- O. ISD agrees to comply with 45 CFR Chapter XIII, HSPPS and the Head Start School Readiness Act of 2007 and the other applicable regulations provided by HCHSP;
- P. ISD will provide, at no cost to HCHSP, classroom space on ISD campuses where like-aged children attend. The space, along with usual and customary usage of the of the accompanying facilities such as library and playground, will be assigned at a fair market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations shall be utilized by HCHSP for Non-Federal Match;
- Q. On a periodic basis, HCHSP and or/ its contractor will be given access to perform a certified facilities appraisal for space use in the collaboration;
- R. ISD will receive all evidence-based referrals from HCHSP to Local Education Agency (LEA) for part B or related services and maintained reciprocal progress communications 60, 90 and 120 days from date of referral;
- S. ISD will provide appropriate substitute staff in collaboration classes;
- T. ISD will allow outside evaluators to monitor or assess the classroom and instructional delivery including **Classroom Assessment and Scoring System (CLASS)** assessors up to two (2) times annually as required by 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007 and support ongoing coaching towards improving instruction and CLASS score

over time;

U. ISD will provide one (1) internal static IP for the Network Video Recorder to support the video surveillance cameras that HCHSP will provide for all collaboration classrooms to include playground and hallways that are used by collaboration.

V. ISD staff will be considered in the child-to-staff ratio.

W. ISD will provide toilet training changing tables and space for those children who need support.

CLASS COMPOSITION:

- A. Each classroom will support a maximum of twenty-two (22) three-year-old and a maximum of twenty (24) four-year-old children. Both parties will support full enrollment of qualifying students;
- B. Classrooms are located in ISD and HCHSP campuses; and
- C. Ten (10) percent of student slots will be available for children with special needs to support HSPPS.

ELIGIBILITY:

- A. ISD and HCHSP will ensure that the program meets and maintains eligibility, recruitment, selection, enrollment, and attendance requirements as required by both TEA and HSPPS Part §1302.1, Subpart A;
- B. Children must meet age requirements (three or four years of age) by September 1 of each enrollment year;
- C. At least ninety percent (90%) of children enrolled are from low-income families within the one-hundred percent (100%) federal poverty guidelines and no more than ten percent (10%) of children enrolled are from families within on hundred-thirty percent (130%) of the federal poverty guidelines;
- D. Families income is verified by HCHSP employee, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program; and
- E. HCHSP will assist ISD with obtaining annual eligibility updates from collaboration children and families as required by state and local entities. ISD will publicize Pre-K through public notices in English and Spanish in accordance with the TEC 29.153 (e), p.192.

RECRUITMENT:

- A. ISD and HCHSP will recruit from service areas identified as those most in need;
- B. ISD and HCHSP will ensure, prior to the beginning of the enrollment year, the solicitation of applications from as many Head Start eligible families with the service area as possible, and
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment is obtained.

SELECTION:

- A. ISD and HCHSP will ensure that no children are placed in the collaboration classes without following established systematic selection process criterion;
- B. ISD and HCHSP will ensure that evidence is collected that fully supports proof of eligibility; and
- C. At the beginning of each enrollment year ISD will assist HCHSP to develop and maintain a Head Start waitlist that ranks Head start eligible children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide joint Pre-K and Head Start Registration;
- B. Full enrollment shall be maintained at all times each classroom shall have a maximum of twenty-two (22) three-year-old and a maximum of twenty (24) four-year-old children per classroom with two (2) adults present;

- C. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal;
- D. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year;
- E. ISD and HCHSP will monitor enrollment vacancies to ensure vacancies are filled with newly enrolled students within thirty (30) calendar days from the date of a declared vacancy;
- F. ISD and HCHSP will ensure that a child found to be eligible for participation in the collaboration will remain eligible throughout the school year and the succeeding enrollment year (if applicable); and
- G. ISD will provide Pre-K enrollment to HCHSP.

ATTENDANCE:

- A. ISD and HCHSP will initiate appropriate family support procedures for all children with multiples and/or consecutive absences. When a child is absent, parents will be contacted by HCHSP within one (1) hour of school start time unless the parent has previously arranged the absence;
- B. ISD and HCHSP will provide collaborative services to eligible students for the district adopted school calendar year;
- C. ISD will allow HCHSP to communicate freely with the families of children enrolled and attending collaboration classrooms;
- D. HCHSP and ISD teacher or TA will report attendance in respective system by 10:00 a.m. M-F.

SUSPENSION AND EXPULSION:

Limitations on Suspension

To support children and to support the HSPPS §1302.17:

- A. The use of suspension must be prohibited or severely limited due to a child's behavior. Such suspensions may only be temporary in nature and must be approved by both ISD and HCHSP;
- B. A temporary suspension must be used only as a last resort and defined in TEC 37.005 (c);
- C. Before ISD and HCHSP determine whether a temporary suspension is necessary, both participating agencies must engage with a HCHSP mental health consultant, collaborate with the parents, the child's teacher, the school administrator and utilize appropriate community resources such as behavior coaches, psychologists, other appropriate specialists, or other resources as needed, to determine no other reasonable option is appropriate; and/or if a temporary suspension is deemed necessary, HCHSP and ISD must help the child return to full participation in all HCHSP and ISD activities as quickly as possible while ensuring the child's safety by:
 - a. Continuing to engage with the parents and mental health consultant, and continuing to utilize appropriate community resources;
 - b. Developing and implementing a written plan to document the action and supports needed;
 - c. Providing services that include home visits; and
 - d. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities through the nation) is appropriate.

Prohibition on Expulsion

To support children and to support the HSPPS §1302.17:

- A. A child cannot be expelled or withdrawn from the partnership program due to the child's behavior except as required by 20 U.S. C 7151 and TEC 37.007 (e) and (h). Temporary home-based services will be provided by HCHSP;
- B. If a child exhibits persistent and serious challenging behaviors all possible steps must be taken and documented to address such problems and to facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a HCHSP mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation

Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. 705 (9) (b) of the Rehabilitation Act is not excluded from the program on the basis of disability;

- C. If a child has an Individualized Educational Plan (IEP), ISD must consult with HCHSP to ensure the child receives the needed support services; and/or
- D. If a child does not have an IEP, HCHSP must collaborate, parental consent needed, with ISD personnel responsible for implementing the IDEA and initiating the **Response to Intervention** (RTI) protocol.

POLICY ON FEES:

- A. There are no fees associated with participation in collaborative ISD and HCHSP services; and
- B. No child will be disallowed from participation due to standardized dress.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. Each classroom may participate in library, computer, music and P.E. classes as scheduling allows;
- B. ISD will secure a substitute teacher in the event that the ISD teacher and/or TA is absent from duty. Costs incurred for ISD substitute will be paid by ISD;
- C. HCHSP will secure a substitute teacher in the event that the HCHSP teacher and/or HCHSP is absent from duty. Cost incurred for HCHSP substitute will be paid by HCHSP;
- D. ISD Principal will serve as supervisor and evaluator for ISD Pre-K teacher and TA as well as serve as a joint supervisor and evaluator for the HCHSP teacher and assistant, as applicable;
- E. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP teacher and TA as well as serve as joint supervisor and evaluator for the ISD Pre-K teacher and assistant, as applicable; and
- F. ISD Principal and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP teachers will utilize a state-adopted, research-based curriculum in all collaboration classrooms that are aligned with Head Start **Early Learning Outcomes Framework** (ELOF): Ages Birth to Five, as per 45 CFR §1302.32, and that follows the Texas Pre-K Guidelines. The curriculum, developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classroom will be provided by ISD and HCHSP;
- B. ISD and HCHSP will collaborate in the decision-making process of selection of partnership Pre-K curriculum;
- C. In the event that ISD chooses to make significant adaptations to a curriculum to better meet the needs of one or more specific populations, these adaptations must be based on valid research and must have standardized procedures and curriculum materials to support implementation. In addition, ISD and HCHSP must assess whether the adaptation adequately facilitates progress toward meeting school readiness goals as per 45 CFR §1302.323;
- D. ISD and HCHSP teachers will co-plan with their TA's and with partnering collaboration classroom teachers on a weekly basis to coordinate theme-based, hands-on developmentally appropriate instructional activities;
- E. In accordance with ELOF, ISD and HCHSP teachers will utilize state adopted curriculum with fidelity and evidenced by weekly lesson plans that include: teaching objectives; whole and small group instruction; child directed learning centers, and outdoor play and learning experiences; and
- F. The school program for dual language learners must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. ISD and HCHSP will provide educational services at HCHSP and ISD campuses in accordance with campus hours;
- B. ISD and HCHSP will provide a thirty (30) minute duty-free lunch and minimum of forty-five (45) minutes for planning for classroom teachers in accordance with Texas Education Code Section 21.405; and

- C. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start teacher before the first day of the program year, when feasible.

Professional Development

- A. HCHSP teachers will be invited to appropriate ISD professional development during the program year that include ISD teachers;
- B. ISD teachers will be invited to appropriate HCHSP professional development during the program year that includes HCHSP teachers, and
- C. Collaboration teachers will be trained annually on Child Care Licensing regulations and HSPPS.

Screening/Assessment & Ongoing Progress Monitoring

- A. ISD will collaborate with HCHSP in the decision-making around TEA approved screening tools and Kindergarten Ready Assessment;
- B. Collaboration teachers will administer developmental screenings within 45 days of child enrollment;
- C. Collaboration teachers will administer assessments at the beginning, middle and the end of the year;
- D. HCHSP requires all classrooms to be assessed using the CLASS tool two (2) times annually and used to inform coaching strategies. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the CLASS assessment tool up to two (2) times annually as required by per 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007.

Educational Data

- A. ISD will work to ensure that HCHSP receives aggregated and de-identified assessment data for children currently and previously enrolled in Head Start to support TEA's Early Childhood Data System;
- B. HCHSP will request data be provided by location for kindergarten to 3rd grade for all children previously enrolled in Head Start, de-identified and in the aggregate;
- C. HCHSP and ISD will comply with **Health Insurance Portability Act (HIPPA)** and **Family Educational Rights and Privacy Act (FERPA)** with respect to all provided data;
- D. HCHSP & ISD designated the other party as an "educational official" for the purpose of FERPA. Educational data may not be shared with third parties that have not been designated as "education officials" or otherwise authorized by parent; and
- E. The responsibilities and commitments of each Party, as they relate to data sharing, is outlined in the Data Sharing Agreement and Process.

Coordination of Student Support & Supplementary Services

HCHSP will initiate meetings between ISD and HCHSP. Meetings will be held at least two (2) times annually to facilitate ongoing problem solving and evaluation of the collaboration. Additional meetings may be initiated by either agency as the need arises.

PHYSICAL ENVIRONMENT:

HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in ISD classrooms.

HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Support Services Assistants will provide referral and family engagement services to all families participating in the collaboration;
- B. HCHSP Support Services Assistants will work with all families to develop family partnership Agreements and assist families to develop goals toward school readiness and family engagement outcomes, including family well-being, parent child relationships, families as life-long educators, families as learners, family engagement transitions, family connection to peers and the local community, and families as advocates and leaders;
- C. HCHSP provides and encourages opportunities to all families participating in the collaboration to attend a research-based Parent Curriculum training and bi-monthly or quarterly parent trainings;
- D. HCHSP provides and encourages all parents to participate in HCHSP Parent Committees, Policy Council and other parent advisory groups;

- E. Parents are encouraged to have ongoing communication with both HCHSP and ISD staff; and
- F. HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. HCHSP Nutrition Director will generate and track referrals for any HCHSP child with documented concerns with height and /or weight;
- B. HCHSP Health Director will generate and track referrals for any HCHSP child to meet any treatment needs associated with health; and
- C. HCHSP Mental Health /Disability Director will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concern or developmental delay. The Specialist will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

In the event that funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this contract shall terminate. No modification to this MOU shall be binding upon either party, unless the MOU is amended in writing and approved by both parties. Either party may terminate this MOU upon one-hundred eighty (180) day written notice to the other party. This MOU may also be terminated at any time upon mutual written agreement of the parties.

NON-ASSIGNMENT AND SUBCONTRACTING:

This Agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this agreement without the written consent of the other party.

ORAL AND WRITTEN AGREEMENTS:

All oral and/or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Any alterations, additions or deletions in the terms of this MOU shall not be binding unless made by written amendment executed by both parties.

INDEPENDENT CONTRACTORS:

Each party and the officers, employees, agents, subcontractors or other Consultants thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other party.

WAIVERS:

The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by ISD of any immunities from suit or from liability that ISD may have operation of law, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

ASSIGNMENTS:

The rights, responsibilities and duties under this contract are personal to the Consultant and shall not be transferred or assigned without the express prior written approval of the ISD.

NON-DISCRIMINATION:

Each party certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

GOVERNING LAW AND VENUE:

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Hidalgo County, Texas.

ALTERNATIVE DISPUTE RESOLUTION:

Claims and disputes associated with this contract will not be resolved by arbitration or other alternative dispute resolution process unless court ordered or otherwise mutually agreed to in writing by both parties.

CAPTIONS:

The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

SEVERABILITY:

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

FORCE MAJEURE:

Neither party will be liable to the other party hereunder or in default under this Contract for failure of performance resulting from acts or events beyond the reasonable control of such party including by way of example and not limitation acts of God, civil disturbances, war and strikes.

NOTICES:

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) To ISD:

McAllen Independent School District
c/o Dr. J.A. Gonzalez, Superintendent of Schools
2000 N. 23rd
McAllen, TX 78501

(2) To HCHSP:

Hidalgo County Head Start Program
c/o Ms. Irma Peña, Executive Director
1901 W. State Hwy 107
McAllen, TX 78504

ADDENDUMS:

Addendum(s) to this memorandum of understanding (MOU) may from time to time be modified, after collaboration between the administrative staff of HCHSP and ISD to accommodate school calendars, staff assignments at HCHSP and ISD campuses, and transfer of facilities. McAllen Independent School Board and Hidalgo County Commissioners Court hereby authorizes the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments and transfer of facilities as they deem necessary to effectuate this Memorandum of Understanding.

IN WITNESS WHEREOF, the Commissioners' Court and the McAllen Independent School Board acting by their duly authorized representatives, have executed this MOU to be effective as of the latest date on which is signed by the authorized representatives of the Parties.

McAllen Independent School District


Tony Fornia (May 9, 2023 09:41 CDT)

Board of Trustees, President

May 9, 2023

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Irma Peña, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Ricardo González, P.C.
DBA, Oxford & González

Approved as to form:
Walsh Gallegos Treviño Kyle & Robinson P.C.
by: Leandra C. Ortiz
Leandra C. Ortiz

By: _____
Ricardo González

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



Hidalgo County Head Start Program

Policy Council Meeting Agenda Item

Mercedes ISD



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

PARTIES TO THE MOU:

This memorandum of understanding (MOU) represents a collaborative agreement between Hidalgo County Head Start Program herein referred to as HCHSP and the Mercedes Independent School District (a political subdivisions for the State of Texas and a legally constituted Independent School District located with Hidalgo County, Texas) herein referred to as “ISD,” for services.

PERIOD OF MOU:

The MOU period will be from July 1, 2023 to June 30, 2026.

PURPOSE:

The Purpose of the HCHSP and ISD Pre-Kindergarten Partnership is to:

- A. Create full-day, full-school year early care and education services for income-eligible families who need services offered collectively by HCHSP and ISD.
- B. Co-deliver Head Start and Pre-K seamlessly with supportive child and family services;
- C. Identify the collaboration roles and responsibilities of the parties and enhance linkages and relationships to deliver coordinated services;
- D. Improve the availability, quality and coordination of comprehensive services for children ages three through five and their families by ensuring that all children in the service area have access to high-quality education and comprehensive services, and
- E. Coordinate resources and information including data, child assessments, financial resources, equipment and other educational supports.

REGULATORY AUTHORIZATION:

- A. Head Start’s responsibility for coordination and collaboration with the appropriate local entity responsible for managing high-quality publicly funded preschool programs in the service area of the Head Start grantee is mandated in the Head Start Act: Public Law 110-134 “Improving Head Start for School Readiness Act of 2007”;
- B. In accordance with the Head Start Act: Public Law 110-134 “Improving Head Start for School Readiness Act of 2007,” Head Start will coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.), the agencies responsible for administering Section 106 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a), and Parts B and E of Title IV of the Social Security Act (42 U.S.C. 621 et seq., 670 et seq.) programs under Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et. seq.) Even Start programs under Subpart 3 of Part B of Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6381 et seq.) programs under Section 619 and Part C of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1419, 1431et seq.), and other entities providing early childhood education and development programs or services, serving the children and families served by the Head Start agency;
- C. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded Pre-K programs are to implement high-quality Pre-K consistent with the High-Quality Pre-K program requirements in **Texas Education Code** (TEC) §29.167 – 29.171 and consistent with the provisions of TEC Chapters 41 and 42; and
- D. Collaboration classrooms that are assigned to HCHSP facilities will align with **Texas Child Care Licensing** (CCL) standards, rules and laws expression, age or disability. Collaboration classrooms that are assigned

to ISD facilities will align with Texas Education Agency (TEA) standards, rules and laws expression, age or disability.

COLLABORATION FRAMEWORK:

HCHSP and ISD will collaborate fully with joint responsibility on the following:

- A. Educational activities including child and teacher classroom environment assessments;
- B. Recruitment activities to include public information related to the partnership;
- C. Resources and responsibilities for ongoing staff development;
- D. Program technical assistance;
- E. Assessing and responding to parent needs;
- F. Transition activities for kindergarten placement;
- G. Use of facilities;
- H. Disabilities services referrals and further assessments;
- I. Alignment of curriculum with activities and objectives that support a blended Head Start and Pre-K program approach and high-quality learning environments in which classroom teacher and teaching assistance co-deliver and share the responsibility of lesson planning, the fidelity of instruction and documented progress for all students assigned to their classroom. As a team, the teachers will collaboratively make instructional decisions and share the responsibility of student outcomes in a manner consistent with **Family Educational Rights and Privacy Act (FERPA)**;
- J. Sharing educational data through at least 3rd grade at an aggregated level and /or individual level as appropriate to ensure program impact is measured and tracked and HCHSP and ISD name each other as “educational officials” for the purpose of FERPA records handling;
- K. Sharing documentation to support HCHSP Non-Federal Match requirements;
- L. Collaboration partners will coordinate to provide collaborative Head Start and Pre-K services for age and income eligible Pre-K children and their families for a minimum of 420 minutes per day for not less than 1,020 hours annually;
- M. ISD will permit any Head Start federal or state authorities or other regulatory agencies to observe and evaluate the delivery and /or performance of services. This includes access to any books, papers, and records of ISD that are directly related to this Agreement for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. ISD will comply with all laws, ordinances, rules and regulations of any government entity pertaining to its performance pursuant to this Agreement;
- N. ISD will ensure, in accordance with the Federal Drug-Free Workplace Act of 1988, that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited for individuals who are directly engaged in the performance of work pursuant to this Agreement;
- O. ISD agrees to ensure attendance of ISD staff to pertinent collaboration meetings and **professional development (PD)** as required or mandated and appropriate proof of attendance will be provided for employment records;
- P. ISD and HCHSP leadership will schedule and convene three (3) regular collaboration meetings to evaluate and review partnership service delivery in accordance with 45 CFR Chapter XIII, **Head Start Program Performance Standards (HSPPS)** and the Head Start for School Readiness Act of 2007;
- Q. ISD agrees to ensure that each ISD teacher of record completes two (2) parent conferences and two (2) home visits per HCHSP requirements.
- R. ISD will provide an ISD employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the HCHSP teacher and **teacher assistant (TA)** for collaboration classrooms on ISD campuses;
- S. HCHSP will provide an HCHSP employee or trained volunteer in order to provide a duty-free, thirty (30) Minute lunch break for the ISD teacher and **teacher assistant (TA)** for collaboration classrooms on HCHSP campuses;
- T. ISD and HCHSP will remain in compliance with all local, state and federal rules, regulations and requirements. If compliance is not met, either party may terminate this agreement immediately should the findings impact the provisions;

- U. HCHSP and ISD will develop a collaboration handbook clarifying collaboration expectations, processes and procedures that will be reviewed annually;
- V. Each classroom will support a maximum of twenty-two (22) three-year-old and a maximum of twenty-four (24) four-year old children;
- W. Both the HCHSP and ISD teacher of record will submit weekly lesson plans to the ISD Principal, the HCHSP Campus Director, and the HCHSP Area Director, as applicable;
- X. ISD teachers and TAs will maintain a staff file which meets all **Head Start Program Performance Standards** (HSPPS) and/or Child Care Licensing Minimum Standards at both HCHSP and ISD campuses;
- Y. HCHSP teachers and TAs will maintain a staff file which meets all TEA regulations at ISD campuses;
- Z. A minimum of two (2) home visits (in child's home) will be conducted by ISD and HCHSP teacher of record with all collaboration families. ISD and HCHSP TA's will be encouraged to participate on all home visits;
- AA. A minimum of two (2) parent conferences at collaboration will be conducted with all collaboration families. ISD and HCHSP TAs will be encouraged to participate on all parent conferences; and
- BB. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

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:
 - a. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 - b. 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.
 - c. Primary contacts from both parties will approve collaboration details in writing via email.
 - d. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- C. Both parties will be able to view and edit data for only those classes approved by both parties.
- D. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - a. HCHSP/ISD Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - b. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - c. School/HCHSP Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - e. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- E. The parties will establish which party will upload student-level data into CLI Engage.
- F. This MOU will be renewed when additional classes are added as a part of the collaboration.
- G. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- H. 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.

HCHSP RESPONSIBILITIES:

- A. HCHSP will provide one (1) certified Head Start teacher of record to be paired with one (1) ISD Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant;

- B. HCHSP will provide one (1) Associates of Arts (AA) Degree in Early Childhood Education or interdisciplinary Studies (EC-3) or Child Development Associates (CDA) credentialed teaching assistant to be paired with one (1) ISD teacher. The teaching assistant hired by HCHSP will be required to have a minimum of a CDA credential within two (2) years of hire;
- C. HCHSP will provide one (1) CDA disability aide/floater for every two (2) collaboration classrooms that will support both the HCHSP and ISD teachers of record, to alternate between both classrooms (AM & PM) or as needed to support children with special needs or children with challenging behaviors;
- D. HCHSP will ensure vacancies for Head Start teachers and TA's are filled by HCHSP as soon as a possible;
- E. HCHSP will permit ISD and other regulatory agencies to observe and evaluate the delivery and/or performance of contracted services. This includes access to any books, papers, and records of ISD that are directly related to this contract for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. HCHSP and ISD must comply with all laws, ordinance, rules and regulations of any government entity pertaining to its performance pursuant to this Agreement;
- F. HCHSP will maintain complete records which pertain to the Agreement for a period of three (3) years beyond the Agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- G. HCHSP will provide children and family support services as per 45 CFR Chapter XIII;
- H. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007;
- I. HCHSP will complete, maintain and review Head Start child files for eligibility criteria requirement;
- J. HCHSP will ensure Head Start representatives regularly conduct scheduled on going, on-site monitoring visits, technical assistance and training, and review of children and family files;
- K. HCHSP will provide ISD with written copies of site visit reports for corrective action as appropriate;
- L. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program;
- M. HCHSP will provide meals to all collaboration children, as per USDA/School Nutrition Program guidelines for all children on HCHSP and ISD campuses. HCSHP and ISD staff are encouraged to eat with the children at lunch (family style service) and will have their meals reimbursed from Head Start funds on a monthly basis upon verification of eligibility and meal consumption.
- N. HCHSP will provide two (2) buses to be distributed among the ISD campuses serving collaboration children.
- O. HCHSP will indemnify and hold harmless ISD, its offices, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the contractor, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligation to the extent permitted by Texas law; and
- P. HCHSP will indemnify and hold harmless ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursements its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity or defense.

ISD RESPONSIBILITIES:

- A. ISD will provide one (1) certified ISD teacher of record to be paired with one (1) HCHSP Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant.
- B. ISD will provide one (1) Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant to be paired with one (1) HCHSP teacher. The teaching assistant hired by ISD will be required to have a minimum of a CDA credential within two (2) years of hire;

- C. The non-federally funded teacher and teaching assistant compensation will be considered Non-Federal Match for HCHSP. Other staff such as administrative staff, additional teaching staff (music, library and art) should be charged on a percentage basis of time/children to be included as Non-Federal Share for HCHSP. Documentation of this cost will be submitted by ISD to HCHSP;
- D. ISD will provide office space for Campus Director and Support Service Staff, and space for custodial services for meal prep;
- E. Advocate to be available onsite for engaging and supporting families;
- F. ISD will provide email accounts and internet access to all collaboration ISD Staff, as applicable;
- G. ISD will collaborate with HCHSP to correct any written notice of findings and/or noncompliance(s) found during the Head Start Program Review process and provide written evidence of correction or improvement;
- H. ISD will maintain complete records which pertain to the agreement for a period of three (3) years beyond the agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- I. ISD will ensure that existing ISD campus medical staff is available to all children enrolled in collaboration classrooms and will assist the HCHSP staff with invasive procedures or other assigned duties which non-licensed personnel are unable to perform. This will include provision for State of Texas annual requirements for vision and hearing screenings to be completed within forty-five (45) days of the first day of school. In addition, ISD campus medical staff will assist HCHSP in collecting children's immunizations, physicals, dental checkups, and lead testing prior to enrollment in order to receive full-day services;
- J. ISD will comply with TEA requirements on criminal background checks to ensure that potential employees have not been convicted of crimes that would invalidate their acceptability for employment;
- K. ISD will complete annually and prior to the first day of school the ISD Personnel File Requirements form to serve as the Head Start Personnel File as required by HCHSP regulations;
- L. ISD will maintain child and family data, that contains personal and confidential information, within a secured area accessible to collaboration staff;
- M. ISD will not assist, transfer or subcontract for the provision of services under this Agreement prior to written consent obtained from HCHSP;
- N. ISD will indemnify and hold harmless HCHSP, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursement to its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees are negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity of defense;
- O. ISD agrees to comply with 45 CFR Chapter XIII, HSPPS and the Head Start School Readiness Act of 2007 and the other applicable regulations provided by HCHSP;
- P. ISD will provide, at no cost to HCHSP, classroom space on ISD campuses where like-aged children attend. The space, along with usual and customary usage of the of the accompanying facilities such as library and playground, will be assigned at a fair market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations shall be utilized by HCHSP for Non-Federal Match;
- Q. On a periodic basis, HCHSP and or/ its contractor will be given access to perform a certified facilities appraisal for space use in the collaboration;
- R. ISD will receive all evidence-based referrals from HCHSP to Local Education Agency (LEA) for part B or related services and maintained reciprocal progress communications 60, 90 and 120 days from date of referral;
- S. ISD will provide appropriate substitute staff in collaboration classes;

- T. ISD will allow outside evaluators to monitor or assess the classroom and instructional delivery including **Classroom Assessment and Scoring System (CLASS)** assessors up to two (2) times annually as required by 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007 and support ongoing coaching towards improving instruction and CLASS score over time;
- U. ISD will provide one (1) internal static IP for the Network Video Recorder to support the video surveillance cameras that HCHSP will provide for all collaboration classrooms to include playground and hallways that are used by collaboration.
- V. ISD staff will be considered in the child-to-staff ratio.
- W. ISD will provide toilet training, changing tables and space for those children who need support.

CLASS COMPOSITION:

- A. Each classroom will support a maximum of twenty-two (22) three-year-old and a maximum of twenty-four (24) four-year-old children. Both parties will support full enrollment of qualifying students;
- B. Classrooms are located in ISD and HCHSP campuses; and
- C. Ten (10) percent of student slots will be available for children with special needs to support HSPPS.

ELIGIBILITY:

- A. ISD and HCHSP will ensure that the program meets and maintains eligibility, recruitment, selection, enrollment, and attendance requirements as required by both TEA and HSPPS Part §1302.1, Subpart A;
- B. Children must meet age requirements (three or four years of age) by September 1 of each enrollment year;
- C. At least ninety percent (90%) of children enrolled are from low-income families within the one-hundred percent (100%) federal poverty guidelines and no more than ten percent (10%) of children enrolled are from families within one hundred-thirty percent (130%) of the federal poverty guidelines;
- D. Families income is verified by HCHSP employee, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program; and
- E. HCHSP will assist ISD with obtaining annual eligibility updates from collaboration children and families as required by state and local entities. ISD will publicize Pre-K through public notices in English and Spanish in accordance with the TEC 29.153 (e), p.192.

RECRUITMENT:

- A. ISD and HCHSP will recruit from service areas identified as those most in need;
- B. ISD and HCHSP will ensure, prior to the beginning of the enrollment year, the solicitation of applications from as many Head Start eligible families with the service area as possible, and
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment is obtained.

SELECTION:

- A. ISD and HCHSP will ensure that no children are placed in the collaboration classes without following established systematic selection process criterion;
- B. ISD and HCHSP will ensure that evidence is collected that fully supports proof of eligibility; and
- C. At the beginning of each enrollment year ISD will assist HCHSP to develop and maintain a Head Start waitlist that ranks Head Start eligible children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide joint Pre-K and Head Start registration;
- B. Full enrollment shall be maintained at all times (each classroom shall have a maximum of twenty-two (22) three-year-old and a maximum of twenty-four (24) four-year-old children per classroom with two (2) adults present);
- C. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal;
- D. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year;
- E. ISD and HCHSP will monitor enrollment vacancies to ensure vacancies are filled with newly enrolled students within thirty (30) calendar days from the date of a declared vacancy;
- F. ISD and HCHSP will ensure that a child found to be eligible for participation in the collaboration will remain eligible throughout the school year and the succeeding enrollment year (if applicable); and
- G. ISD will provide Pre-K enrollment to HCHSP.

ATTENDANCE:

- A. ISD and HCHSP will initiate appropriate family support procedures for all children with multiples and/or consecutive absences. When a child is absent, parents will be contacted by HCHSP within one (1) hour of school start time unless the parent has previously arranged the absence;
- B. ISD and HCHSP will provide collaborative services to eligible students for the district adopted school calendar year;
- C. ISD will allow HCHSP to communicate freely with the families of children enrolled and attending collaboration classrooms;
- D. HCHSP and ISD Teacher or TA will report attendance in respective system by 10:00 a.m. M-F.

SUSPENSION AND EXPULSION:

Limitations on Suspension

To support children and to support the HSPPS §1302.17:

- A. The use of suspension must be prohibited or severely limited due to a child's behavior. Such suspensions may only be temporary in nature and must be approved by both ISD and HCHSP;
- B. A temporary suspension must be used only as a last resort and defined in TEC 37.005 (c);
- C. Before ISD and HCHSP determine whether a temporary suspension is necessary, both participating agencies must engage with a HCHSP mental health consultant, collaborate with the parents, the child's teacher, the school administrator and utilize appropriate community resources such as behavior coaches, psychologists, other appropriate specialists, or other resources as needed, to determine no other reasonable option is appropriate; and/or if a temporary suspension is deemed necessary, HCHSP and ISD must help the child return to full participation in all HCHSP and ISD activities as quickly as possible while ensuring the child's safety by:
 - a. Continuing to engage with the parents and mental health consultant, and continuing to utilize appropriate community resources;
 - b. Developing and implementing a written plan to document the action and supports needed;
 - c. Providing services that include home visits; and
 - d. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities through the nation) is appropriate.

Prohibition on Expulsion

To support children and to support the HSPPS §1302.17:

- A. A child cannot be expelled or withdrawn from the partnership program due to the child's behavior except as required by 20 U.S. C 7151 and TEC 37.007 (e) and (h). Temporary home-based services will be provided by HCHSP;
- B. If a child exhibits persistent and serious challenging behaviors all possible steps must be taken and documented to address such problems and to facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a HCHSP mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. 705 (9) (b) of the Rehabilitation Act is not excluded from the program on the basis of disability;
- C. If a child has an Individualized Educational Plan (IEP), ISD must consult with HCHSP to ensure the child receives the needed support services; and/or
- D. If a child does not have an IEP, HCHSP must collaborate, parental consent needed, with ISD personnel responsible for implementing the IDEA and initiating the **Response to Intervention (RTI)** protocol.

POLICY ON FEES:

- A. There are no fees associated with participation in collaborative ISD and HCHSP services; and
- B. No child will be disallowed from participation due to standardized dress.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. Each classroom may participate in library, computer, music and P.E. classes as scheduling allows;
- B. ISD will secure a substitute teacher in the event that the ISD teacher and/or TA is absent from duty. Cost incurred for ISD substitute will be paid by ISD.
- C. HCHSP will secure a substitute teacher in the event that the HCHSP teacher and/or HCHSP is absent from duty. Costs incurred for the substitute will be paid by HCHSP;
- D. ISD Principal will serve as supervisor and evaluator for ISD Pre-K teacher and TA as well as serve as a joint supervisor and evaluator for the HCHSP teacher and assistant, as applicable;
- E. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP teacher and TA as well as serve as joint supervisor and evaluator for the ISD Pre-K teacher and assistant, as applicable; and
- F. ISD Principal and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP teachers will utilize a state-adopted, research-based curriculum in all collaboration classrooms that are aligned with Head Start **Early Learning Outcomes Framework (ELOF):** Ages Birth to Five, as per 45 CFR §1302.32, and that follows the Texas Pre-K Guidelines. The curriculum, developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classroom will be provided by ISD and HCHSP;
- B. ISD and HCHSP will collaborate in the decision-making process of selection of partnership Pre-K curriculum;
- C. In the event that ISD chooses to make significant adaptations to a curriculum to better meet the needs of one or more specific populations, these adaptations must be based on valid research and must have standardized procedures and curriculum materials to support implementation. In addition, ISD and HCHSP must assess whether the adaptation adequately facilitates progress toward meeting school readiness goals as per 45 CFR §1302.323;
- D. ISD and HCHSP teachers will co-plan with their TA's and with partnering collaboration classroom teachers on a weekly basis to coordinate theme-based, hands-on developmentally appropriate instructional activities;

- E. In accordance with ELOF, ISD and HCHSP teachers will utilize state adopted curriculum with fidelity and evidenced by weekly lesson plans that include: teaching objectives; whole and small group instruction; child directed learning centers, and outdoor play and learning experiences; and
- F. The school program for dual language learners must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student’s development.

Schedule

- A. ISD and HCHSP will provide educational services at HCHSP and ISD campuses in accordance with campus hours;
- B. ISD and HCHSP will provide a thirty (30) minute duty-free lunch and minimum of forty-five (45) minutes for planning for classroom teachers in accordance with Texas Education Code Section 21.405; and
- C. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start teachers before the first day of the program year, when feasible.

Professional Development

- A. HCHSP teachers will be invited to appropriate ISD professional development during the program year that includes ISD teachers;
- B. ISD teachers will be invited to appropriate HCHSP professional development during the program year that includes HCHSP teachers, and;
- C. Collaboration teachers will be trained annually on Child Care Licensing regulations and HSPPS.

Screening/Assessment & Ongoing Progress Monitoring

- A. ISD will collaborate with HCHSP in the decision-making around TEA approved screening tools and Kindergarten Ready Assessment;
- B. Collaboration teachers will administer developmental screenings within 45 days of child enrollment;
- C. Collaboration teachers will administer assessments at the beginning, middle and the end of the year; and
- D. HCHSP requires all classrooms to be assessed using the CLASS tool two (2) times annually and used to inform coaching strategies. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the CLASS assessment tool up to two (2) times annually as required by per 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007.

Educational Data

- A. ISD will work to ensure that HCHSP receives aggregated and de-identified assessment data for children currently and previously enrolled in Head Start to support TEA’s Early Childhood Data System;
- B. HCHSP will request data be provided by location for kindergarten to 3rd grade for all children previously enrolled in Head Start, de-identified and in the aggregate;
- C. HCHSP and ISD will comply with **Health Insurance Portability Act (HIPPA)** and **Family Educational Rights and Privacy Act (FERPA)** with respect to all provided data;
- D. HCHSP & ISD designated the other party as an “educational official” for the purpose of FERPA. Educational data may not be shared with third parties that have not been designated as “education officials” or otherwise authorized by parent; and
- E. The responsibilities and commitments of each Party, as they relate to data sharing, is outlined in the Data Sharing Agreement and Process, hereby attached as “Exhibit A.”

Coordination of student support & Supplementary Services

HCHSP will initiate meetings between ISD and HCHSP. Meetings will be held at least two (2) times annually to facilitate ongoing problem solving and evaluation of the collaboration. Additional meetings may be initiated by either agency as the need arises.

PHYSICAL ENVIRONMENT:

HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in ISD classrooms. HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Support Services Assistants will provide referral and family engagement services to all families participating in the collaboration;
- B. HCHSP Support Services Assistants will work with all families to develop family partnership Agreements and assist families to develop goals toward school readiness and family engagement outcomes, including family well-being, parent child relationships, families as life-long educators, families as learners, family engagement transitions, family connection to peers and the local community, and families as advocates and leaders;
- C. HCHSP provides and encourages opportunities to all families participating in the collaboration to attend a research-based Parent Curriculum training and bi-monthly or quarterly parent trainings;
- D. HCHSP provides and encourages all parents to participate in HCHSP Parent Committees, Policy Council and other parent advisory groups;
- E. Parents are encouraged to have ongoing communication with both HCHSP and ISD staff; and
- F. HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. HCHSP Nutrition Director will generate and track referrals for any HCHSP child with documented concerns with height and /or weight;
- B. HCHSP Health Director will generate and track referrals for any HCHSP child to meet any treatment needs associated with health; and
- C. HCHSP Mental Health/Disability Director will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concern or developmental delay. The Specialist will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

In the event that funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this contract shall terminate. No modification to this MOU shall be binding upon either party, unless the MOU is amended in writing and approved by both parties. Either party may terminate this MOU upon one-hundred eighty (180) day written notice to the other party. This MOU may also be terminated at any time upon mutual written agreement of the parties.

NON-ASSIGNMENT AND SUBCONTRACTING:

This Agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this Agreement without the written consent of the other party.

ORAL AND WRITTEN AGREEMENTS:

All oral and/or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Any alterations, additions or deletions in the terms of this MOU shall not be binding unless made by written amendment executed by both parties.

INDEPENDENT CONTRACTORS:

Each party and the officers, employees, agents, subcontractors or other Consultants thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other party.

WAIVERS:

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by ISD of any immunities from suit or from liability that ISD may have operation of law, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party

shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

ASSIGNMENTS:

The rights, responsibilities and duties under this contract are personal to the Consultant and shall not be transferred or assigned without the express prior written approval of the ISD.

NON-DISCRIMINATION:

Each party certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

GOVERNING LAW AND VENUE:

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Hidalgo County, Texas.

ALTERNATIVE DISPUTE RESOLUTION:

Claims and disputes associated with this contract will not be resolved by arbitration or other alternative dispute resolution process unless court ordered or otherwise mutually agreed to in writing by both parties.

CAPTIONS:

The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

SEVERABILITY:

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

FORCE MAJEURE:

Neither party will be liable to the other party hereunder or in default under this Contract for failure of performance resulting from acts or events beyond the reasonable control of such party including by way of example and not limitation acts of God, civil disturbances, war and strikes.

ADDENDUMS:

Addendum(s) to this memorandum of understanding (MOU) may from time to time be modified, after collaboration between the administrative staff of HCHSP and ISD to accommodate school calendars, staff assignments at HCHSP and ISD campuses, and transfer of facilities. Mercedes Independent School Board and Hidalgo County Commissioners Court hereby authorizes the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments and transfer of facilities as they deem necessary to effectuate this Memorandum of Understanding.

NOTICES:

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) To ISD:

Mercedes Independent School District
c/o Ms. Maria Chavez, Interim Superintendent of Schools
1206 W. 6th Street
Mercedes, TX 78570

(2) To HCHSP:

Hidalgo County Head Start Program
c/o Mrs. Irma Peña, Executive Director
1901 W. State Hwy 107
McAllen, TX 78504

IN WITNESS WHEREOF, the Commissioners' Court and the Mercedes Independent School Board acting by their duly authorized representatives, have executed this MOU to be effective as of the latest date on which is signed by the authorized representatives of the Parties.

Mercedes Independent School District

Ms. Maria Chavez
Interim Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Irma Peña, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, P.C.
DBA, Oxford & González

By: _____
Ricardo González

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

ADDENDUM

PARTIES TO THE MOU:

This memorandum of understanding (MOU) represents a collaborative agreement between Hidalgo County Head Start Program herein referred to as HCHSP and the Mercedes Independent School District (a political subdivision for the State of Texas and a legally constituted Independent School District located with Hidalgo County, Texas) herein referred to as "ISD," for services.

PERIOD OF MOU:

The MOU period will be from July 1, 2023 to June 30, 2026.

HCHSP RESPONSIBILITIES:

HCHSP will provide meals to the collaboration children from Mercedes Early Learning (MEL) Campus, as per USDA/School Nutrition Program guidelines. HCHSP and ISD staff are encouraged to eat with the children at lunch (family style service).

ISD RESPONSIBILITIES:

ISD will provide meals to the collaboration children from Travis Elementary, as per USDA/School Nutrition Program guidelines.

NOTICES:

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) To ISD:

Mercedes Independent School District
c/o Ms. Maria Chavez, Interim Superintendent of Schools
1206 W. 6th Street
Mercedes, TX 78570

(2) To HCHSP:

Hidalgo County Head Start Program
c/o Ms. Irma Peña, Executive Director
1901 W. State Hwy 107
McAllen, TX 78504

IN WITNESS WHEREOF, the Commissioners' Court and the Mercedes Independent School Board acting by their duly authorized representatives, have executed this MOU to be effective as of the latest date on which is signed by the authorized representatives of the Parties.

Mercedes Independent School District

Maria Chavez
Interim Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Irma Peña, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, P.C.
DBA, Oxford & González

By: _____
Ricardo González

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



Hidalgo County Head Start Program

Policy Council Meeting Agenda Item

Mission CISD



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

PARTIES TO THE MOU:

This memorandum of understanding (MOU) represents a collaborative agreement between Hidalgo County Head Start Program herein referred to as HCHSP and the Mission Consolidated Independent School District (a political subdivision for the State of Texas and a legally constituted Independent School District located with Hidalgo County, Texas) herein referred to as "ISD," for services.

PERIOD OF MOU:

The MOU period will be from **July 1, 2023, to June 30, 2026.**

PURPOSE:

The Purpose of the HCHSP and ISD Pre-Kindergarten Partnership is to:

- A. Create full-day, full-school year early care and education services for income-eligible families who need services offered collectively by HCHSP and ISD.
- B. Co-deliver Head Start and Pre-K seamlessly with supportive child and family services;
- C. Identify the collaboration roles and responsibilities of the parties and enhance linkages and relationships to deliver coordinated services;
- D. Improve the availability, quality and coordination of comprehensive services for children ages three through five and their families by ensuring that all children in the service area have access to high-quality education and comprehensive services, and
- E. Coordinate resources and information including data, child assessments, financial resources, equipment and other educational supports.

REGULATORY AUTHORIZATION:

- A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing high-quality publicly funded preschool programs in the service area of the Head Start grantee is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007";
- B. In accordance with the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007," Head Start will coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.), the agencies responsible for administering Section 106 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a), and Parts B and E of Title IV of the Social Security Act (42 U.S.C. 621 et seq., 670 et seq.) programs under Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et. seq.) Even Start programs under Subpart 3 of Part B of Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6381 et seq.) programs under Section 619 and Part C of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1419, 1431et seq.), and other entities providing early childhood education and development programs or services, serving the children and families served by the Head Start agency;
- C. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded Pre-K programs are to implement high-quality Pre-K consistent with the High-Quality Pre-K program requirements in **Texas Education Code (TEC) §29.167 – 29.171** and consistent with the provisions of TEC Chapters 41 and 42; and
- D. Collaboration classrooms that are assigned to HCHSP facilities will align with **Texas Child Care Licensing (CCL)** standards, rules and laws expression, age or disability. Collaboration classrooms that are assigned

to ISD facilities will align with **Texas Education Agency (TEA)** standards, rules and laws expression, age or disability.

COLLABORATION FRAMEWORK:

HCHSP and ISD will collaborate fully with joint responsibility on the following:

- A. Educational activities including child and teacher classroom environment assessments;
- B. Recruitment activities to include public information related to the partnership;
- C. Resources and responsibilities for ongoing staff development;
- D. Program technical assistance;
- E. Assessing and responding to parent needs;
- F. Transition activities for kindergarten placement;
- G. Use of facilities;
- H. Disabilities services referrals and further assessments;
- I. Alignment of curriculum with activities and objectives that support a blended Head Start and Pre-K program approach and high-quality learning environments in which classroom teacher and teaching assistance co-deliver and share the responsibility of lesson planning, the fidelity of instruction and documented progress for all students assigned to their classroom. As a team, the teachers will collaboratively make instructional decisions and share the responsibility of student outcomes in a manner consistent with **Family Educational Rights and Privacy Act (FERPA)**;
- J. Sharing educational data through at least 3rd grade at an aggregated level and /or individual level as appropriate to ensure program impact is measured and tracked and HCHSP and ISD name each other as “educational officials” for the purpose of FERPA records handling;
- K. Sharing documentation to support HCHSP Non-Federal Match requirements;
- L. Collaboration partners will coordinate to provide collaborative Head Start and Pre-K services for age and income eligible Pre-K children and their families for a minimum of 420 minutes per day for not less than 1,020 hours annually;
- M. ISD will permit any Head Start federal or state authorities or other regulatory agencies to observe and evaluate the delivery and /or performance of services. This includes access to any books, papers, and records of ISD that are directly related to this Agreement for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. ISD will comply with all laws, ordinances, rules and regulations of any government entity pertaining to its performance pursuant to this Agreement;
- N. ISD will ensure, in accordance with the Federal Drug-Free Workplace Act of 1988, that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited for individuals who are directly engaged in the performance of work pursuant to this Agreement;
- O. ISD agrees to ensure attendance of ISD staff to pertinent collaboration meetings and **professional development (PD)** as required or mandated and appropriate proof of attendance will be provided for employment records;
- P. ISD and HCHSP leadership will schedule and convene three (3) regular collaboration meetings to evaluate and review partnership service delivery in accordance with 45 CFR Chapter XIII, **Head Start Program Performance Standards (HSPPS)** and the Head Start for School Readiness Act of 2007;
- Q. ISD agrees to ensure that each ISD teacher of record completes two (2) parent conferences as per HCHSP requirements.
- R. HCHSP agrees to ensure that each HS Assistant Teacher completes two (2) home visits per HCHSP requirements.
- S. ISD will provide an ISD employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the HCHSP teacher and **teacher assistant (TA)** for collaboration classrooms on ISD campuses;
- T. HCHSP will provide an HCHSP employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the ISD teacher and **teacher assistant (TA)** for collaboration classrooms on HCHSP campuses;

- U. ISD and HCHSP will remain in compliance with all local, state and federal rules, regulations and requirements. If compliance is not met, either party may terminate this agreement immediately should the findings impact the provisions;
- V. HCHSP and ISD will develop a collaboration handbook clarifying collaboration expectations, processes and procedures that will be reviewed annually;
- W. Each classroom will support a maximum of twenty (20) three-year-old and a maximum of twenty (20) four-year-old children;
- X. Both the HCHSP and ISD teacher of record will submit weekly lesson plans to the ISD Principal, the HCHSP Campus Director, and the HCHSP Area Director, as applicable;
- Y. ISD teachers and TAs will maintain a staff file which meets all **Head Start Program Performance Standards** (HSPPS) and/or Child Care Licensing Minimum Standards at both HCHSP and ISD campuses;
- Z. HCHSP teachers and TAs will maintain a staff file which meets all TEA regulations at ISD campuses;
- AA. A minimum of two (2) home visits (in child's home) will be conducted by HCHSP teacher of record with all collaboration families. HCHSP TA's will conduct the home visits with ISD teacher of record participating virtually.
- BB. A minimum of two (2) parent conferences at collaboration will be conducted with all collaboration families. ISD and HCHSP TAs will be encouraged to participate on all parent conferences; and
- CC. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

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:
 - a. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 - b. 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.
 - c. Primary contacts from both parties will approve collaboration details in writing via email.
 - d. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- C. Both parties will be able to view and edit data for only those classes approved by both parties.
- D. Users with CLI Engage accounts will have the following level of access to view student-level data:
 - a. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - b. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - c. School/HCHSP Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - d. 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- E. The parties will establish which party will upload student-level data into CLI Engage.
- F. This MOU will be renewed when additional classes are added as a part of the collaboration.
- G. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- H. 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.

HCHSP RESPONSIBILITIES:

- A. HCHSP will provide one (1) certified Head Start teacher of record to be paired with one (1) ISD Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant;
- B. HCHSP will provide one (1) Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-3) or Child Development Associate (CDA) credentialed teaching assistant to be paired with one (1) ISD teacher. The teaching assistant hired by HCHSP will be required to have a minimum of a CDA credential within two (2) years of hire;
- C. HCHSP will provide one (1) CDA disability aide/floater for every two (2) collaboration classrooms that will support both the HCHSP and ISD teachers of record, to alternate between both classrooms (AM & PM) or as needed to support children with special needs or children with challenging behaviors;
- D. HCHSP will ensure vacancies for Head Start teachers and TA's are filled by HCHSP as soon as a possible;
- E. HCHSP will permit ISD and other regulatory agencies to observe and evaluate the delivery and/or performance of contracted services. This includes access to any books, papers, and records of ISD that are directly related to this contract for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. HCHSP an ISD must comply with all laws, ordinance, rules and regulations of any government entity pertaining to its performance pursuant to this Agreement;
- E. HCHSP will maintain complete records which pertain to the Agreement for a period of three (3) years beyond the Agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- E. HCHSP will provide children and family support services as per 45 CFR Chapter XIII;
- F. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007;
- G. HCHSP will complete, maintain and review Head Start child files for eligibility criteria requirement;
- H. HCHSP will ensure Head Start representatives regularly conduct scheduled on going, on-site monitoring visits, technical assistance and training, and review of children and family files;
- I. HCHSP will provide ISD with written copies of site visit reports for corrective action as appropriate;
- J. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program;
- K. HCHSP will provide meals to the all collaboration children, as per USDA/School Nutrition Program guidelines for all children on HCHSP and ISD campuses. HCHSP and ISD staff are encouraged to eat with the children at lunch (family style service) and will have their meals reimbursed from Head Start funds on a monthly basis upon verification of eligibility and meal consumption.
- L. HCHSP will indemnify and hold harmless ISD, its offices, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the contractor, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligation to the extent permitted by Texas law; and
- M. HCHSP will indemnify and hold harmless ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursements its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity or defense.

ISD RESPONSIBILITIES:

- A. ISD will provide one (1) certified ISD teacher of record to be paired with one (1) HCHSP Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant;
- B. ISD will provide one (1) Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant to be paired with

- one (1) HCHSP teacher. The teaching assistant hired by ISD will be required to have a minimum of a CDA credential within two (2) years of hire;
- C. The non-federally funded teacher and teaching assistant compensation will be considered Non-Federal Match for HCHSP. Other staff such as administrative staff additional teaching staff (music, library and art) should be charged on a percentage basis of time/children to be included as Non-Federal Share for HCHSP. Documentation of this cost will be submitted by ISD to HCHSP;
 - D. ISD will provide office space for Campus Director and Support Services Staff, and space for custodial services for meal prep;
 - E. Advocate to be available onsite for engaging and supporting families;
 - F. ISD will provide email accounts and internet access to all collaboration ISD Staff, as applicable;
 - G. ISD will collaborate with HCHSP to correct any written notice of findings and/or noncompliance(s) found during the Head Start Program Review process and provide written evidence of correction or improvement;
 - H. ISD will maintain complete records which pertain to the agreement for a period of three (3) years beyond the agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
 - I. ISD will ensure that existing ISD campus medical staff is available to all children enrolled in collaboration classrooms and will assist the HCHSP staff with invasive procedures or other assigned duties which non-licensed personnel are unable to perform. This will include provision for State of Texas annual requirements for vision and hearing screenings to be completed within forty-five (45) days of the first day of school. In addition, ISD campus medical staff will assist HCHSP in collecting children's immunizations, physicals, dental checkups, and lead testing prior to enrollment in order to receive full-day services;
 - J. ISD will comply with TEA requirements on criminal background checks to ensure that potential employees have not been convicted of crimes that would invalidate their acceptability for employment;
 - K. ISD will complete annually and prior to the first day of school the ISD Personnel File Requirements form to serve as the Head Start Personnel File as required by HCHSP regulations;
 - L. ISD will maintain child and family data, that contains personal and confidential information, within a secured area accessible to collaboration staff;
 - M. ISD will not assist, transfer or subcontract for the provision of services under this Agreement prior to written consent obtained from HCHSP;
 - N. ISD as the law existed on the date the ISD executes this agreement, will indemnify and hold harmless HCHSP, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursement to its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees are negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity of defense;
 - O. ISD agrees to comply with 45 CFR Chapter XIII, HSPPS and the Head Start School Readiness Act of 2007 and the other applicable regulations provided by HCHSP;
 - P. ISD will provide, at no cost to HCHSP, classroom space on ISD campuses where like-aged children attend. The space, along with usual and customary usage of the of the accompanying facilities such as library and playground, will be assigned at a fair market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations shall be utilized by HCHSP for Non-Federal Match;
 - Q. On a periodic basis, HCHSP and or/ its contractor will be given access to perform a certified facilities appraisal for space use in the collaboration;
 - R. ISD will receive all evidence-based referrals from HCHSP to Local Education Agency (LEA)

for part B or related services and maintained reciprocal progress communications 60, 90 and 120 days from date of referral;

- S. ISD will provide appropriate substitute staff in collaboration classes;
- T. ISD will allow outside evaluators to monitor or assess the classroom and instructional delivery including **Classroom Assessment and Scoring System (CLASS)** assessors up to two (2) times annually as required by 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007 and support ongoing coaching towards improving instruction and CLASS score over time;
- U. ISD will provide one (1) internal static IP for the Network Video Recorder to support the video surveillance cameras that HCHSP will provide for all collaboration classrooms to include playground and hallways that are used by collaboration.
- V. ISD staff will be considered in the child-to-staff ratio.
- W. ISD will provide toilet training changing tables and space for those children who need support.
- X. ISD and Head Start teaching assistants will be responsible to change diapers and/or assist children that become soiled as needed.

CLASS COMPOSITION:

- A. Each classroom will support a maximum of twenty (20) three-year-old and a maximum of twenty (20) four-year-old children. Both parties will support full enrollment of qualifying students;
- B. Classrooms are located in ISD and HCHSP campuses; and
- C. Ten (10) percent of student slots will be available for children with special needs to support HSPPS.

ELIGIBILITY:

- A. ISD and HCHSP will ensure that the program meets and maintains eligibility, recruitment, selection, enrollment, and attendance requirements as required by both TEA and HSPPS Part §1302.1, Subpart A;
- B. Children must meet age requirements (three or four years of age) by September 1 of each enrollment year;
- C. At least ninety percent (90%) of children enrolled are from low-income families within the one-hundred percent (100%) federal poverty guidelines and no more than ten percent (10%) of children enrolled are from families within on hundred-thirty percent (130%) of the federal poverty guidelines;
- D. Families income is verified by HCHSP employee, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program; and
- E. HCHSP will assist ISD with obtaining annual eligibility updates from collaboration children and families as required by state and local entities. ISD will publicize Pre-K through public notices in English and Spanish in accordance with the TEC 29.153 (e), p.192.

RECRUITMENT:

- A. ISD and HCHSP will recruit from service areas identified as those most in need;
- B. ISD and HCHSP will ensure, prior to the beginning of the enrollment year, the solicitation of applications from as many Head Start eligible families with the service area as possible, and
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment is obtained.

SELECTION:

- A. ISD and HCHSP will ensure that no children are placed in the collaboration classes without following established systematic selection process criterion;

- B. ISD and HCHSP will ensure that evidence is collected that fully supports proof of eligibility; and
- C. At the beginning of each enrollment year ISD will assist HCHSP to develop and maintain a Head Start waitlist that ranks Head start eligible children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide joint Pre-K and Head Start Registration;
- B. Full enrollment shall be maintained at all times each classroom shall have a maximum of twenty (20) three-year-old and a maximum of twenty (20) four-year-old children per classroom with two (2) adults present;
- C. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal;
- D. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year;
- E. ISD and HCHSP will monitor enrollment vacancies to ensure vacancies are filled with newly enrolled students within thirty (30) calendar days from the date of a declared vacancy;
- F. ISD and HCHSP will ensure that a child found to be eligible for participation in the collaboration will remain eligible throughout the school year and the succeeding enrollment year (if applicable); and
- G. ISD will provide Pre-K enrollment to HCHSP for collaboration classrooms only.

ATTENDANCE:

- A. ISD and HCHSP will initiate appropriate family support procedures for all children with multiples and/or consecutive absences. When a child is absent, parents will be contacted by HCHSP within one (1) hour of school start time unless the parent has previously arranged the absence;
- B. ISD and HCHSP will provide collaborative services to eligible students for the district adopted school calendar year;
- C. ISD will allow HCHSP to communicate freely with the families of children enrolled and attending collaboration classrooms;
- D. HCHSP and ISD teacher or TA will report attendance in respective system by 10:00 a.m. M-F.

SUSPENSION AND EXPULSION:

Limitations on Suspension

To support children and to support the HSPPS §1302.17:

- A. The use of suspension must be prohibited or severely limited due to a child's behavior. Such suspensions may only be temporary in nature and must be approved by both ISD and HCHSP;
- B. A temporary suspension must be used only as a last resort and defined in TEC 37.005 (c);
- C. Before ISD and HCHSP determine whether a temporary suspension is necessary, both participating agencies must engage with a HCHSP mental health consultant, collaborate with the parents, the child's teacher, the school administrator and utilize appropriate community resources such as behavior coaches, psychologists, other appropriate specialists, or other resources as needed, to determine no other reasonable option is appropriate; and/or if a temporary suspension is deemed necessary, HCHSP and ISD must help the child return to full participation in all HCHSP and ISD activities as quickly as possible while ensuring the child's safety by:
 - a. Continuing to engage with the parents and mental health consultant, and continuing to utilize appropriate community resources;
 - b. Developing and implementing a written plan to document the action and supports needed;
 - c. Providing services that include home visits; and

- d. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities through the nation) is appropriate.

Prohibition on Expulsion

To support children and to support the HSPPS §1302.17:

- A. A child cannot be expelled or withdrawn from the partnership program due to the child's behavior except as required by 20 U.S. C 7151 and TEC 37.007 (e) and (h). Temporary home-based services will be provided by HCHSP;
- B. If a child exhibits persistent and serious challenging behaviors all possible steps must be taken and documented to address such problems and to facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a HCHSP mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. 705 (9) (b) of the Rehabilitation Act is not excluded from the program on the basis of disability;
- C. If a child has an Individualized Educational Plan (IEP), ISD must consult with HCHSP to ensure the child receives the needed support services; and/or
- D. If a child does not have an IEP, HCHSP must collaborate, parental consent needed, with ISD personnel responsible for implementing the IDEA and initiating the **Response to Intervention (RTI)** protocol.

POLICY ON FEES:

- A. There are no fees associated with participation in collaborative ISD and HCHSP services; and
- B. No child will be disallowed from participation due to standardized dress.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. Each classroom may participate in library, computer, music and P.E. classes as scheduling allows;
- B. ISD will secure a substitute teacher in the event that the ISD teacher and/or TA is absent from duty. Costs incurred for ISD substitute will be paid by ISD;
- C. HCHSP will secure a substitute teacher in the event that the HCHSP teacher and/or HCHSP is absent from duty. Cost incurred for HCHSP substitute will be paid by HCHSP;
- D. ISD Principal will serve as supervisor and evaluator for ISD Pre-K teacher and TA as well as serve as a joint supervisor and evaluator for the HCHSP teacher and assistant, as applicable;
- E. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP teacher and TA as well as serve as joint supervisor and evaluator for the ISD Pre-K teacher and assistant, as applicable; and
- F. ISD Principal and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP teachers will utilize a state-adopted, research-based curriculum in all collaboration classrooms that are aligned with Head Start **Early Learning Outcomes Framework (ELOF)**: Ages Birth to Five, as per 45 CFR §1302.32, and that follows the Texas Pre-K Guidelines. The curriculum, developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classroom will be provided by ISD and HCHSP;
- B. ISD and HCHSP will collaborate in the decision-making process of selection of partnership Pre-K curriculum;
- C. In the event that ISD chooses to make significant adaptations to a curriculum to better meet the needs of one or more specific populations, these adaptations must be based on valid research and must have standardized procedures and curriculum materials to support implementation. In addition, ISD and HCHSP must assess whether the adaptation adequately facilitates progress toward meeting school readiness goals as per 45 CFR §1302.323;

- D. ISD and HCHSP teachers will co-plan with their TA's and with partnering collaboration classroom teachers on a weekly basis to coordinate theme-based, hands-on developmentally appropriate instructional activities;
- E. In accordance with ELOF, ISD and HCHSP teachers will utilize state adopted curriculum with fidelity and evidenced by weekly lesson plans that include: teaching objectives; whole and small group instruction; child directed learning centers, and outdoor play and learning experiences; and
- F. The school program for dual language learners must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. ISD and HCHSP will provide educational services at HCHSP and ISD campuses in accordance with campus hours;
- B. ISD and HCHSP will provide a thirty (30) minute duty-free lunch and minimum of forty-five (45) minutes for planning for classroom teachers in accordance with Texas Education Code Section 21.405; and
- C. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start teacher before the first day of the program year, when feasible.

Professional Development

- A. HCHSP teachers will be invited to appropriate ISD professional development during the program year that include ISD teachers;
- B. ISD teachers will be invited to appropriate HCHSP professional development during the program year that includes HCHSP teachers, and
- C. Collaboration teachers will be trained annually on Child Care Licensing regulations and HSPPS.

Screening/Assessment & Ongoing Progress Monitoring

- A. ISD will collaborate with HCHSP in the decision-making around TEA approved screening tools and Kindergarten Ready Assessment;
- B. Collaboration teachers will administer developmental screenings within 45 days of child enrollment;
- C. Collaboration teachers will administer assessments at the beginning, middle and the end of the year; and
- D. HCHSP requires all classrooms to be assessed using the CLASS tool two (2) times annually and used to inform coaching strategies. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the CLASS assessment tool up to two (2) times annually as required by per 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007.

Educational Data

- A. ISD will work to ensure that HCHSP receives aggregated and de-identified assessment data for children currently and previously enrolled in Head Start to support TEA's Early Childhood Data System;
- B. HCHSP will request data be provided by location for kindergarten to 3rd grade for all children previously enrolled in Head Start, de-identified and in the aggregate;
- C. HCHSP and ISD will comply with **Health Insurance Portability Act (HIPPA)** and **Family Educational Rights and Privacy Act (FERPA)** with respect to all provided data;
- D. HCHSP & ISD designated the other party as an "educational official" for the purpose of FERPA. Educational data may not be shared with third parties that have not been designated as "education officials" or otherwise authorized by parent; and
- E. The responsibilities and commitments of each Party, as they relate to data sharing, is outlined in the Data Sharing Agreement and Process, hereby attached as "Exhibit A."

Coordination of Student Support & Supplementary Services

HCHSP will initiate meetings between ISD and HCHSP. Meetings will be held at least two (2) times annually to facilitate ongoing problem solving and evaluation of the collaboration. Additional meetings may be initiated by either agency as the need arises.

PHYSICAL ENVIRONMENT:

HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in ISD classrooms.

HCSHP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Support Services Assistants will provide referral and family engagement services to all families participating in the collaboration;
- B. HCHSP Support Services Assistants will work with all families to develop family partnership Agreements and assist families to develop goals toward school readiness and family engagement outcomes, including family well-being, parent child relationships, families as life-long educators, families as learners, family engagement transitions, family connection to peers and the local community, and families as advocates and leaders;
- C. HCHSP provides and encourages opportunities to all families participating in the collaboration to attend a research-based Parent Curriculum training and bi-monthly or quarterly parent trainings;
- D. HCHSP provides and encourages all parents to participate in HCHSP Parent Committees, Policy Council and other parent advisory groups;
- E. Parents are encouraged to have ongoing communication with both HCHSP and ISD staff; and
- F. HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. HCHSP Nutrition Director will generate and track referrals for any HCHSP child with documented concerns with height and /or weight;
- B. HCHSP Health Director will generate and track referrals for any HCHSP child to meet any treatment needs associated with health; and
- C. HCHSP Mental Health /Disability Director will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concern or developmental delay. The Specialist will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

In the event that funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this contract shall terminate. No modification to this MOU shall be binding upon either party, unless the MOU is amended in writing and approved by both parties. Either party may terminate this MOU upon one-hundred eighty (180) day written notice to the other party. This MOU may also be terminated at any time upon mutual written agreement of the parties.

NON-ASSIGNMENT AND SUBCONTRACTING:

This Agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this agreement without the written consent of the other party.

ORAL AND WRITTEN AGREEMENTS:

All oral and/or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Any alterations, additions or deletions in the terms of this MOU shall not be binding unless made by written amendment executed by both parties.

INDEPENDENT CONTRACTORS:

Each party and the officers, employees, agents, subcontractors or other Consultants thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other party.

WAIVERS:

The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by ISD of any immunities from suit or from liability that ISD may have operation of law, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

ASSIGNMENTS:

The rights, responsibilities and duties under this contract are personal to the Consultant and shall not be transferred or assigned without the express prior written approval of the ISD.

NON-DISCRIMINATION:

Each party certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

GOVERNING LAW AND VENUE:

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Hidalgo County, Texas.

ALTERNATIVE DISPUTE RESOLUTION:

Claims and disputes associated with this contract will not be resolved by arbitration or other alternative dispute resolution process unless court ordered or otherwise mutually agreed to in writing by both parties.

CAPTIONS:

The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

SEVERABILITY:

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

FORCE MAJEURE:

Neither party will be liable to the other party hereunder or in default under this Contract for failure of performance resulting from acts or events beyond the reasonable control of such party including by way of example and not limitation acts of God, civil disturbances, war and strikes.

ADDENDUMS:

Addendum(s) to this memorandum of understanding (MOU) may from time to time be modified, after collaboration between the administrative staff of HCHSP and ISD to accommodate school calendars, staff assignments at HCHSP and ISD campuses, and transfer of facilities. Mission Consolidated Independent School Board and Hidalgo County Commissioners Court hereby authorizes the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments and transfer of facilities as they deem necessary to effectuate this Memorandum of Understanding.

NOTICES:

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) To ISD:

Mission Consolidated Independent School District
c/o Dr. Carol G. Perez, Superintendent of Schools
1201 Bryce Drive
Mission, TX 78572

(2) To HCHSP:

Hidalgo County Head Start Program
c/o Ms. Irma Peña, Executive Director
1901 W. State Hwy 107
McAllen, TX 78504

IN WITNESS WHEREOF, the Commissioners’ Court and the Mission Consolidated Independent School Board acting by their duly authorized representatives, have executed this MOU to be effective as of the latest date on which is signed by the authorized representatives of the Parties.

Mission Consolidated Independent School District

Dr. Carol G. Perez
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Irma Peña, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:



Hidalgo County Head Start Program

Policy Council Meeting Agenda Item

Monte Alto ISD



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

PARTIES TO THE MOU:

This memorandum of understanding (MOU) represents a collaborative agreement between Hidalgo County Head Start Program herein referred to as HCHSP and the Monte Alto Independent School District (a political subdivisions for the State of Texas and a legally constituted Independent School District located with Hidalgo County, Texas) herein referred to as "ISD," for services.

PERIOD OF MOU:

The MOU period will be from July 1, 2023 to June 30, 2026.

PURPOSE:

The Purpose of the HCHSP and ISD Pre-Kindergarten Partnership is to:

- A. Create full-day, full-school year early care and education services for income-eligible families who need services offered collectively by HCHSP and ISD.
- B. Co-deliver Head Start and Pre-K seamlessly with supportive child and family services;
- C. Identify the collaboration roles and responsibilities of the parties and enhance linkages and relationships to deliver coordinated services;
- D. Improve the availability, quality and coordination of comprehensive services for children ages three through five and their families by ensuring that all children in the service area have access to high-quality education and comprehensive services, and
- E. Coordinate resources and information including data, child assessments, financial resources, equipment and other educational supports.

REGULATORY AUTHORIZATION:

- A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing high-quality publicly funded preschool programs in the service area of the Head Start grantee is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007";
- B. In accordance with the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007," Head Start will coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.), the agencies responsible for administering Section 106 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a), and Parts B and E of Title IV of the Social Security Act (42 U.S.C. 621 et seq., 670 et seq.) programs under Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et. seq.) Even Start programs under Subpart 3 of Part B of Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6381 et seq.) programs under Section 619 and Part C of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1419, 1431et seq.), and other entities providing early childhood education and development programs or services, serving the children and families served by the Head Start agency;
- C. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded Pre-K programs are to implement high-quality Pre-K consistent with the High-Quality Pre-K program requirements in **Texas Education Code (TEC) §29.167 – 29.171** and consistent with the provisions of TEC Chapters 41 and 42; and
- D. Collaboration classrooms that are assigned to HCHSP facilities will align with **Texas Child Care Licensing (CCL)** standards, rules and laws expression, age or disability. Collaboration classrooms that are assigned

to ISD facilities will align with Texas Education Agency (TEA) standards, rules and laws expression, age or disability and will be exempt from Texas Child Care Licensing (TXCCL) standards, rules and laws.

COLLABORATION FRAMEWORK:

HCHSP and ISD will collaborate fully with joint responsibility on the following:

- A. Educational activities including child and teacher classroom environment assessments;
- B. Recruitment activities to include public information related to the partnership;
- C. Resources and responsibilities for ongoing staff development;
- D. Program technical assistance;
- E. Assessing and responding to parent needs;
- F. Transition activities for kindergarten placement;
- G. Use of facilities;
- H. Disabilities services referrals and further assessments;
- I. Alignment of curriculum with activities and objectives that support a blended Head Start and Pre-K program approach and high-quality learning environments in which classroom teacher and teaching assistance co-deliver and share the responsibility of lesson planning, the fidelity of instruction and documented progress for all students assigned to their classroom. As a team, the teachers will collaboratively make instructional decisions and share the responsibility of student outcomes in a manner consistent with **Family Educational Rights and Privacy Act (FERPA)**;
- J. Sharing educational data through at least 3rd grade at an aggregated level and /or individual level as appropriate to ensure program impact is measured and tracked and HCHSP and ISD name each other as “educational officials” for the purpose of FERPA records handling;
- K. Sharing documentation to support HCHSP Non-Federal Match requirements;
- L. Collaboration partners will coordinate to provide collaborative Head Start and Pre-K services for age and income eligible Pre-K children and their families for a minimum of 420 minutes per day for not less than 1,020 hours annually;
- M. ISD will permit any Head Start federal or state authorities or other regulatory agencies to observe and evaluate the delivery and /or performance of services. This includes access to any books, papers, and records of ISD that are directly related to this Agreement for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. ISD will comply with all laws, ordinances, rules and regulations of any government entity pertaining to its performance pursuant to this Agreement;
- N. ISD will ensure, in accordance with the Federal Drug-Free Workplace Act of 1988, that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited for individuals who are directly engaged in the performance of work pursuant to this Agreement;
- O. ISD agrees to ensure attendance of ISD staff to pertinent collaboration meetings and **professional development (PD)** as required or mandated and appropriate proof of attendance will be provided for employment records;
- P. ISD and HCHSP leadership will schedule and convene three (3) regular collaboration meetings to evaluate and review partnership service delivery in accordance with 45 CFR Chapter XIII, **Head Start Program Performance Standards (HSPPS)** and the Head Start for School Readiness Act of 2007;
- Q. ISD agrees to ensure that each ISD teacher of record completes two (2) parent conferences and two (2) home visits per HCHSP requirements.
- R. ISD will provide an ISD employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the HCHSP teacher and **teacher assistant (TA)** for collaboration classrooms on ISD campuses;
- S. HCHSP will provide an HCHSP employee or trained volunteer in order to provide a duty-free, thirty (30) Minute lunch break for the ISD teacher and **teacher assistant (TA)** for collaboration classrooms on HCHSP campuses;
- T. ISD and HCHSP will remain in compliance with all local, state and federal rules, regulations and requirements. If compliance is not met, either party may terminate this agreement immediately should the findings impact the provisions;

- U. HCHSP and ISD will develop a collaboration handbook clarifying collaboration expectations, processes and procedures that will be reviewed annually;
- V. Each classroom will support a maximum of twenty-two (22) three-year-old and a maximum of twenty-four (24) four-year old children;
- W. Both the HCHSP and ISD teacher of record will submit weekly lesson plans to the ISD Principal, the HCHSP Campus Director, and the HCHSP Area Director, as applicable;
- X. ISD teachers and TAs will maintain a staff file which meets all **Head Start Program Performance Standards** (HSPPS) and/or Child Care Licensing Minimum Standards at both HCHSP and ISD campuses;
- Y. HCHSP teachers and TAs will maintain a staff file which meets all TEA regulations at ISD campuses;
- Z. A minimum of two (2) home visits (in child's home) will be conducted by ISD and HCHSP teacher of record with all collaboration families. ISD and HCHSP TA's will be encouraged to participate on all home visits;
- AA. A minimum of two (2) parent conferences at collaboration will be conducted with all collaboration families. ISD and HCHSP TAs will be encouraged to participate on all parent conferences; and
- BB. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

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/ISD 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.

HCHSP RESPONSIBILITIES:

- A. HCHSP will provide one (1) certified Head Start teacher of record to be paired with one (1) ISD Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant;

- B. HCHSP will provide one (1) Associates of Arts (AA) Degree in Early Childhood Education or interdisciplinary Studies (EC-3) or Child Development Associates (CDA) credentialed teaching assistant to be paired with one (1) ISD teacher. The teaching assistant hired by HCHSP will be required to have a minimum of a CDA credential within two (2) years of hire;
- C. HCHSP will provide one (1) CDA disability aide/floater for every two (2) collaboration classrooms that will support both the HCHSP and ISD teachers of record, to alternate between both classrooms (AM & PM) or as needed to support children with special needs or children with challenging behaviors;
- D. HCHSP will ensure vacancies for Head Start teachers and TA's are filled by HCHSP as soon as a possible;
- E. HCHSP will permit ISD and other regulatory agencies to observe and evaluate the delivery and/or performance of contracted services. This includes access to any books, papers, and records of ISD that are directly related to this contract for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. HCHSP and ISD must comply with all laws, ordinance, rules and regulations of any government entity pertaining to its performance pursuant to this Agreement;
- F. HCHSP will maintain complete records which pertain to the Agreement for a period of three (3) years beyond the Agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- G. HCHSP will provide children and family support services as per 45 CFR Chapter XIII;
- H. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007;
- I. HCHSP will complete, maintain and review Head Start child files for eligibility criteria requirement;
- J. HCHSP will ensure Head Start representatives regularly conduct scheduled on going, on-site monitoring visits, technical assistance and training, and review of children and family files;
- K. HCHSP will provide ISD with written copies of site visit reports for corrective action as appropriate;
- L. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program;
- M. HCHSP will provide meals to all collaboration children, as per USDA/School Nutrition Program guidelines for all children on HCHSP and ISD campuses. HCHSP and ISD staff are encouraged to eat with the children at lunch (family style service) and will have their meals reimbursed from Head Start funds on a monthly basis upon verification of eligibility and meal consumption.
- N. HCHSP will indemnify and hold harmless ISD, its offices, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the contractor, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligation to the extent permitted by Texas law; and
- O. HCHSP will indemnify and hold harmless ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursements its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity or defense.

ISD RESPONSIBILITIES:

- A. **ISD** will provide one (1) certified ISD teacher of record to be paired with one (1) HCHSP Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant.
- B. ISD will provide one (1) Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant to be paired with one (1) HCHSP teacher. The teaching assistant hired by ISD will be required to have a minimum of a CDA credential within two (2) years of hire;
- C. The non-federally funded teacher and teaching assistant compensation will be considered Non-Federal Match for HCHSP. Other staff such as administrative staff, additional teaching staff (music, library and

- art) should be charged on a percentage basis of time/children to be included as Non-Federal Share for HCHSP. Documentation of this cost will be submitted by ISD to HCHSP;
- D. ISD will provide office space for Campus Director and Support Service Staff, and space for custodial services for meal prep;
 - E. Advocate to be available onsite for engaging and supporting families;
 - F. ISD will provide email accounts and internet access to all collaboration ISD Staff, as applicable;
 - G. ISD will collaborate with HCHSP to correct any written notice of findings and/or noncompliance(s) found during the Head Start Program Review process and provide written evidence of correction or improvement;
 - H. ISD will maintain complete records which pertain to the Agreement for a period of three (3) years beyond the Agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
 - I. ISD will ensure that existing ISD campus medical staff is available to all children enrolled in collaboration classrooms and will assist the HCHSP staff with invasive procedures or other assigned duties which non-licensed personnel are unable to perform. This will include provision for State of Texas annual requirements for vision and hearing screenings to be completed within forty-five (45) days of the first day of school. In addition, ISD campus medical staff will assist HCHSP in collecting children's immunizations, physicals, dental checkups, and lead testing prior to enrollment in order to receive full-day services;
 - J. ISD will comply with TEA requirements on criminal background checks to ensure that potential employees have not been convicted of crimes that would invalidate their acceptability for employment;
 - K. ISD will complete annually and prior to the first day of school the ISD Personnel File Requirements form to serve as the Head Start Personnel File as required by HCHSP regulations;
 - L. ISD will maintain child and family data, that contains personal and confidential information, within a secured area accessible to collaboration staff;
 - M. ISD will not assist, transfer or subcontract for the provision of services under this Agreement prior to written consent obtained from HCHSP;
 - N. ISD will indemnify and hold harmless HCHSP, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursement to its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees are negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity of defense;
 - O. ISD agrees to comply with 45 CFR Chapter XIII, HSPPS and the Head Start School Readiness Act of 2007 and the other applicable regulations provided by HCHSP;
 - P. ISD will provide, at no cost to HCHSP, classroom space on ISD campuses where like-aged children attend. The space, along with usual and customary usage of the of the accompanying facilities such as library and playground, will be assigned at a fair market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations shall be utilized by HCHSP for Non-Federal Match;
 - Q. On a periodic basis, HCHSP and or/ its contractor will be given access to perform a certified facilities appraisal for space use in the collaboration;
 - R. ISD will receive all evidence-based referrals from HCHSP to Local Education Agency (LEA) for part B or related services and maintained reciprocal progress communications 60, 90 and 120 days from date of referral;
 - S. ISD will provide appropriate substitute staff in collaboration classes;
 - T. ISD will allow outside evaluators to monitor or assess the classroom and instructional delivery including **Classroom Assessment and Scoring System (CLASS)** assessors up to two (2) times

annually as required by 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007 and support ongoing coaching towards improving instruction and CLASS score over time;

- U. ISD will provide one (1) internal static IP for the Network Video Recorder to support the video surveillance cameras that HCHSP will provide for all collaboration classrooms to include playground and hallways that are used by collaboration.
- V. ISD staff will be considered in the child-to-staff ratio.
- W. ISD will provide toilet training changing tables and space for those children who need support.

CLASS COMPOSITION:

- A. Each classroom will support a maximum of twenty-two (22) three-year-old and a maximum of twenty-four (24) four-year-old children. Both parties will support full enrollment of qualifying students;
- B. Classrooms are located in ISD and HCHSP campuses; and
- C. Ten (10) percent of student slots will be available for children with special needs to support HSPPS.

ELIGIBILITY:

- A. ISD and HCHSP will ensure that the program meets and maintains eligibility, recruitment, selection, enrollment, and attendance requirements as required by both TEA and HSPPS Part §1302.1, Subpart A;
- B. Children must meet age requirements (three or four years of age) by September 1 of each enrollment year;
- C. At least ninety percent (90%) of children enrolled are from low-income families within the one-hundred percent (100%) federal poverty guidelines and no more than ten percent (10%) of children enrolled are from families within one hundred-thirty percent (130%) of the federal poverty guidelines;
- D. Families income is verified by HCHSP employee, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program; and
- E. HCHSP will assist ISD with obtaining annual eligibility updates from collaboration children and families as required by state and local entities. ISD will publicize Pre-K through public notices in English and Spanish in accordance with the TEC 29.153 (e), p.192.

RECRUITMENT:

- A. ISD and HCHSP will recruit from service areas identified as those most in need;
- B. ISD and HCHSP will ensure, prior to the beginning of the enrollment year, the solicitation of applications from as many Head Start eligible families with the service area as possible, and
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment is obtained.

SELECTION:

- A. ISD and HCHSP will ensure that no children are placed in the collaboration classes without following established systematic selection process criterion;
- B. ISD and HCHSP will ensure that evidence is collected that fully supports proof of eligibility; and
- C. At the beginning of each enrollment year ISD will assist HCHSP to develop and maintain a Head Start waitlist that ranks Head Start eligible children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide joint Pre-K and Head Start registration;

- B. Full enrollment shall be maintained at all times (each classroom shall have a maximum of twenty-two (22) three-year-old and a maximum of twenty-four (24) four-year-old children per classroom with two (2) adults present);
- C. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal;
- D. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year;
- E. ISD and HCHSP will monitor enrollment vacancies to ensure vacancies are filled with newly enrolled students within thirty (30) calendar days from the date of a declared vacancy;
- F. ISD and HCHSP will ensure that a child found to be eligible for participation in the collaboration will remain eligible throughout the school year and the succeeding enrollment year (if applicable); and
- G. ISD will provide Pre-K enrollment to HCHSP.

ATTENDANCE:

- A. ISD and HCHSP will initiate appropriate family support procedures for all children with multiples and/or consecutive absences. When a child is absent, parents will be contacted by HCHSP within one (1) hour of school start time unless the parent has previously arranged the absence;
- B. ISD and HCHSP will provide collaborative services to eligible students for the district adopted school calendar year;
- C. ISD will allow HCHSP to communicate freely with the families of children enrolled and attending collaboration classrooms;
- D. HCHSP and ISD Teacher or TA will report attendance in respective system by 10:00 a.m. M-F.

SUSPENSION AND EXPULSION:

Limitations on Suspension

To support children and to support the HSPPS §1302.17:

- A. The use of suspension must be prohibited or severely limited due to a child's behavior. Such suspensions may only be temporary in nature and must be approved by both ISD and HCHSP;
- B. A temporary suspension must be used only as a last resort and defined in TEC 37.005 (c);
- C. Before ISD and HCHSP determine whether a temporary suspension is necessary, both participating agencies must engage with a HCHSP mental health consultant, collaborate with the parents, the child's teacher, the school administrator and utilize appropriate community resources such as behavior coaches, psychologists, other appropriate specialists, or other resources as needed, to determine no other reasonable option is appropriate; and/or if a temporary suspension is deemed necessary, HCHSP and ISD must help the child return to full participation in all HCHSP and ISD activities as quickly as possible while ensuring the child's safety by:
 - a. Continuing to engage with the parents and mental health consultant, and continuing to utilize appropriate community resources;
 - b. Developing and implementing a written plan to document the action and supports needed;
 - c. Providing services that include home visits; and
 - d. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities through the nation) is appropriate.

Prohibition on Expulsion

To support children and to support the HSPPS §1302.17:

- A. A child cannot be expelled or withdrawn from the partnership program due to the child's behavior except as required by 20 U.S. C 7151 and TEC 37.007 (e) and (h). Temporary home-based services will be provided by HCHSP;

- B. If a child exhibits persistent and serious challenging behaviors all possible steps must be taken and documented to address such problems and to facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a HCHSP mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act is not excluded from the program on the basis of disability;
- C. Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. 705 (9) (b) of the Rehabilitation Act is not excluded from the program on the basis of disability;
- D. If a child has an Individualized Educational Plan (IEP), ISD must consult with HCHSP to ensure the child receives the needed support services; and/or
- E. If a child does not have an IEP, HCHSP must collaborate, parental consent needed, with ISD personnel responsible for implementing the IDEA and initiating the **Response to Intervention (RTI)** protocol.

POLICY ON FEES:

- A. There are no fees associated with participation in collaborative ISD and HCHSP services; and
- B. No child will be disallowed from participation due to standardized dress.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. Each classroom may participate in library, computer, music and P.E. classes as scheduling allows;
- B. ISD will secure a substitute teacher in the event that the ISD teacher and/or TA is absent from duty. Cost incurred for ISD substitute will be paid by ISD.
- C. HCHSP will secure a substitute teacher in the event that the HCHSP teacher and/or HCHSP is absent from duty. Costs incurred for the substitute will be paid by HCHSP;
- D. ISD Principal will serve as supervisor and evaluator for ISD Pre-K teacher and TA as well as serve as a joint supervisor and evaluator for the HCHSP teacher and assistant, as applicable;
- E. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP teacher and TA as well as serve as joint supervisor and evaluator for the ISD Pre-K teacher and assistant, as applicable; and
- F. ISD Principal and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP teachers will utilize a state-adopted, research-based curriculum in all collaboration classrooms that are aligned with Head Start **Early Learning Outcomes Framework (ELOF):** Ages Birth to Five, as per 45 CFR §1302.32, and that follows the Texas Pre-K Guidelines. The curriculum, developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classroom will be provided by ISD and HCHSP;
- B. ISD and HCHSP will collaborate in the decision-making process of selection of partnership Pre-K curriculum;
- C. In the event that ISD chooses to make significant adaptations to a curriculum to better meet the needs of one or more specific populations, these adaptations must be based on valid research and must have standardized procedures and curriculum materials to support implementation. In addition, ISD and HCHSP must assess whether the adaptation adequately facilitates progress toward meeting school readiness goals as per 45 CFR §1302.323;
- D. ISD and HCHSP teachers will co-plan with their TA's and with partnering collaboration classroom teachers on a weekly basis to coordinate theme-based, hands-on developmentally appropriate instructional activities;
- E. In accordance with ELOF, ISD and HCHSP teachers will utilize state adopted curriculum with fidelity and evidenced by weekly lesson plans that include: teaching objectives; whole and small group instruction; child directed learning centers, and outdoor play and learning experiences; and
- F. The school program for dual language learners must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. ISD and HCHSP will provide educational services at HCHSP and ISD campuses in accordance with campus hours;
- B. ISD and HCHSP will provide a thirty (30) minute duty-free lunch and minimum of forty-five (45) minutes for planning for classroom teachers in accordance with Texas Education Code Section 21.405; and
- C. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start teachers before the first day of the program year, when feasible.

Professional Development

- A. HCHSP teachers will be invited to appropriate ISD professional development during the program year that includes ISD teachers;
- B. ISD teachers will be invited to appropriate HCHSP professional development during the program year that includes HCHSP teachers, and;
- C. Collaboration teachers will be trained annually on Child Care Licensing regulations and HSPPS.

Screening/Assessment & Ongoing Progress Monitoring

- A. ISD will collaborate with HCHSP in the decision-making around TEA approved screening tools and Kindergarten Ready Assessment;
- B. Collaboration teachers will administer developmental screenings within 45 days of child enrollment;
- C. Collaboration teachers will administer assessments at the beginning, middle and the end of the year; and
- D. HCHSP requires all classrooms to be assessed using the CLASS tool two (2) times annually and used to inform coaching strategies. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the CLASS assessment tool up to two (2) times annually as required by per 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007.

Educational Data

- A. ISD will work to ensure that HCHSP receives aggregated and de-identified assessment data for children currently and previously enrolled in Head Start to support TEA's Early Childhood Data System;
- B. HCHSP will request data be provided by location for kindergarten to 3rd grade for all children previously enrolled in Head Start, de-identified and in the aggregate;
- C. HCHSP and ISD will comply with **Health Insurance Portability Act (HIPPA)** and **Family Educational Rights and Privacy Act (FERPA)** with respect to all provided data;
- D. HCHSP & ISD designated the other party as an "educational official" for the purpose of FERPA. Educational data may not be shared with third parties that have not been designated as "education officials" or otherwise authorized by parent; and
- E. The responsibilities and commitments of each Party, as they relate to data sharing, is outlined in the Data Sharing Agreement and Process, hereby attached as "Exhibit A."

Coordination of student support & Supplementary Services

HCHSP will initiate meetings between ISD and HCHSP. Meetings will be held at least two (2) times annually to facilitate ongoing problem solving and evaluation of the collaboration. Additional meetings may be initiated by either agency as the need arises.

PHYSICAL ENVIRONMENT:

HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in ISD classrooms.

HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Support Services Assistants will provide referral and family engagement services to all families participating in the collaboration;
- B. HCHSP Support Services Assistants will work with all families to develop family partnership Agreements and assist families to develop goals toward school readiness and family engagement outcomes, including family well-being, parent child relationships, families as life-long educators, families as learners, family

engagement transitions, family connection to peers and the local community, and families as advocates and leaders;

- C. HCHSP provides and encourages opportunities to all families participating in the collaboration to attend a research-based Parent Curriculum training and bi-monthly or quarterly parent trainings;
- D. HCHSP provides and encourages all parents to participate in HCHSP Parent Committees, Policy Council and other parent advisory groups;
- E. Parents are encouraged to have ongoing communication with both HCHSP and ISD staff; and
- F. HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. HCHSP Nutrition Director will generate and track referrals for any HCHSP child with documented concerns with height and /or weight;
- B. HCHSP Health Director will generate and track referrals for any HCHSP child to meet any treatment needs associated with health; and
- C. HCHSP Mental Health/Disability Director will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concern or developmental delay. The Specialist will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

In the event that funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this contract shall terminate. No modification to this MOU shall be binding upon either party, unless the MOU is amended in writing and approved by both parties. Either party may terminate this MOU upon one-hundred eighty (180) day written notice to the other party. This MOU may also be terminated at any time upon mutual written agreement of the parties.

NON-ASSIGNMENT AND SUBCONTRACTING:

This Agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this Agreement without the written consent of the other party.

ORAL AND WRITTEN AGREEMENTS:

All oral and/or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Any alterations, additions or deletions in the terms of this MOU shall not be binding unless made by written amendment executed by both parties.

INDEPENDENT CONTRACTORS:

Each party and the officers, employees, agents, subcontractors or other Consultants thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other party.

WAIVERS:

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by ISD of any immunities from suit or from liability that ISD may have operation of law, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

ASSIGNMENTS:

The rights, responsibilities and duties under this contract are personal to the Consultant and shall not be transferred or assigned without the express prior written approval of the ISD.

NON-DISCRIMINATION:

Each party certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.

GOVERNING LAW AND VENUE:

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Hidalgo County, Texas.

ALTERNATIVE DISPUTE RESOLUTION:

Claims and disputes associated with this contract will not be resolved by arbitration or other alternative dispute resolution process unless court ordered or otherwise mutually agreed to in writing by both parties.

CAPTIONS:

The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

SEVERABILITY:

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

FORCE MAJEURE:

Neither party will be liable to the other party hereunder or in default under this Contract for failure of performance resulting from acts or events beyond the reasonable control of such party including by way of example and not limitation acts of God, civil disturbances, war and strikes.

ADDENDUMS:

Addendum(s) to this memorandum of understanding (MOU) may from time to time be modified, after collaboration between the administrative staff of HCHSP and ISD to accommodate school calendars, staff assignments at HCHSP and ISD campuses, and transfer of facilities. Monte Alto Independent School Board and Hidalgo County Commissioners Court hereby authorizes the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments and transfer of facilities as they deem necessary to effectuate this Memorandum of Understanding.

NOTICES:

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) To ISD:

Monte Alto Independent School District
c/o Dr. Isaac Rodriguez, Superintendent of Schools
25149 1st Street
Monte Alto, TX 78538

(2) To HCHSP:

Hidalgo County Head Start Program
c/o Mrs. Irma Peña, Executive Director
1901 W. State Hwy 107
McAllen, TX 78504

IN WITNESS WHEREOF, the Commissioners' Court and the Monte Alto Independent School Board acting by their duly authorized representatives, have executed this MOU to be effective as of the latest date on which is signed by the authorized representatives of the Parties.

Monte Alto Independent School District

Dr. Isaac Rodriguez
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Irma Peña, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, P.C.
DBA, Oxford & González

By: _____
Ricardo González

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