



Independent School District

**Memorandum of Understanding between
Hidalgo County Head Start Program
and
Donna 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 Donna 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, 2026, to June 30, 2031.**

PURPOSE:

The Purpose of the HCHSP and ISD 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 PreK, Head Start (HS) , and Early Head Start (EHS) 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 zero through five and their families by ensuring that all children in the service area have access to high-quality education and comprehensive services.
- E. Coordinate resources and information including data, child assessments, financial resources, equipment, and other educational support.

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, 1431 et. 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 Head Start Program Performance Standards: 45 CFR Chapter XIII, Sections in parts §1301, §1302, §1303, §1304, and §1305; and all Head Start Program Instructions and Head Start Memorandums.

- D. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded PreK programs are to implement high-quality PreK consistent with the High-Quality PreK program requirements in **Texas Education Code (TEC) §29.167 – 29.171** and consistent with the provisions of TEC Chapters 41 and 42.
- E. 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 include 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 ISD and HCHSP facilities.
- H. Disabilities services referrals and further assessments.
- I. Alignment of curriculum with activities and objectives that support a blended Head Start and PreK program, and a blended Early Head Start program approach and high-quality learning environments in which the 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. The teachers will collaboratively make instructional decisions as a team and share the responsibility of student outcomes in a manner consistent with the Family Educational Rights and Privacy Act (FERPA).
- J. Sharing educational data through at least third 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 PreK services for age and income eligible PreK children and their families for a minimum of 420 minutes per day for not less than 1,020 hours annually.
- M. Collaboration partners will coordinate to provide collaborative Early Head Start services for age and income eligible EHS children and their families for a minimum of not less than 1,380 hours annually.
- N. 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 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.
- O. 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 prohibitive for individuals who are directly engaged in the performance of work pursuant to this Agreement.
- P. 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 is provided for employment records.
- Q. ISD and HCHSP leadership will schedule and convene two (2) 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.

- R. ISD agrees to ensure that each ISD PreK and EHS teacher of record completes two (2) parent conferences and that HCHSP staff will complete two (2) home visits per HCHSP requirements.
- S. HSCHP will provide an HCHSP employee or trained volunteer to provide a duty-free, thirty (30) minute lunch break for the ISD teacher for collaboration classrooms on ISD campuses.
- T. ISD and HCHSP will remain in compliance with all local, state, and federal rules, regulations, and requirements. If either party does not meet compliance, the other party may terminate this agreement immediately should the findings impact on the provisions.
- U. Each PreK classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- V. Each EHS classroom will support a maximum of eight (8) children under the age of three (3) years. 10% of enrollment opportunities in EHS classrooms are reserved for pregnant teens enrolled in Donna ISD. Upon the birth of the newborn, the baby will transition into an EHS classroom no earlier than six (6) weeks after birth.
- W. The HS teacher of record will submit weekly lesson plans to the HCHSP Campus Director and the ISD designee.
- X. ISD teachers and other staff working directly with children 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 and other staff working directly with children will maintain a staff file which meets all TEA regulations at ISD campuses.
- Z. A minimum of two (2) home visits (in a child's home) will be conducted by HCHSP staff with all collaboration families. ISD staff will be encouraged to participate in all home visits.
- AA. A minimum of two (2) parent conferences will be conducted by ISD teachers of record with all collaboration families. HCHSP TAs will be encouraged to participate in all parent conferences.
- BB. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

Children's Learning Institute (CLI) Requirements for PreK/Head Start 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.
- C. Both parties will share only dually enrolled students in collaboration classrooms.
- 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 access to view student-level data
- F. HCHSP/ISD Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - a. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.

- b. School/HCHSP Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
- c. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- G. The parties will establish which party will upload student-level data into CLI Engage.
- 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 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) Campus Director to provide overall supervision of HCHSP operations and federal and state regulations, including supervision of staff, and will work with the ISD designee to ensure all ISD regulations are adhered to.
- B. HCHSP will provide certified ISD teacher of record to be paired with ISD Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant (TA).
- C. HCHSP will provide Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed TA to be paired with ISD teachers for every PreK/HS collaboration classroom.
- D. HCHSP will provide one EHS teacher with a minimum of an Infant/Toddler Child Development Associate (CDA) credential in each EHS classroom.
- E. HCHSP will provide one (1) Disability Aide/Floater for every two (2) PreK/HS classrooms to support the required TEA conference period for the teachers of record and aid classrooms with children with disabilities or children with challenging behaviors.
- F. HCHSP will provide one (1) Disability Aide/Floater for every two (2) EHS classrooms to support the EHS teachers of record and aid classrooms with children with disabilities or children with challenging behaviors.
- G. HCHSP will provide one (1) Social Worker/Family Services Worker for every two (2) classrooms to conduct case management and support for families.
- H. HCHSP will provide custodians responsible for the cleaning of HCHSP classrooms and implement meal prep for all collaboration classrooms.
- I. HCHSP will ensure vacancies for HS and EHS staff are filled by HCHSP as soon as possible.
- J. HCHSP will provide substitutes for Head Start teachers and TAs. HCHSP uses “Frontline®” software to manage substitutes.
- K. HCHSP will provide transportation to eligible collaboration three-year-old children. HCHSP transportation has limited slots, therefore ISD will provide transportation to four-year-old children.
- L. 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 related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. HCHSP and ISD must comply with all laws, ordinances, rules, and regulations of any government entity pertaining to its performance pursuant to this Agreement.
- M. 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, and if such claim or audit is started before the expiration date of the three (3) year period.
- N. HCHSP will provide children and family support services as per 45 CFR Chapter XIII.
- O. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007.

- P. HCHSP will complete, maintain, and review Head Start child files for eligibility criteria requirement.
- Q. 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.
- R. HCHSP will provide ISD with written copies of site visit reports required for corrective action as appropriate.
- S. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program.
- I. HCHSP will provide meals to all collaboration children, as per USDA/Child and Adult Nutrition Program guidelines for all collaboration children on ISD campuses. HCHSP and ISD staff will eat breakfast and lunch with the children (family style service), unless ISD staff have a conference period during mealtimes. Head Start funds will be used to pay for ISD and HCHSP adult meals monthly upon verification of meal consumption.
- J. 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 certified ISD teachers of record to be paired with HCHSP Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant (TA) for all collaboration classrooms.
- B. ISD will provide teacher assistants (TA) Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed to be paired with ISD teachers for every collaboration classroom.
- C. ISD will provide a qualified substitute for ISD teachers and ISD TA. If ISD is unable to acquire a qualified substitute, HCHSP will provide the substitute, and ISD will reimburse HCHSP for those substitutes.
- D. ISD will provide one EHS teacher with a minimum of an Infant/Toddler Child Development Associate (CDA) credential in each EHS classroom.
- E. ISD will provide a full-time armed Police Officers (PO) for ISD campuses; and part-time armed PO for EHS collaboration campuses.
- F. The ISD teacher and TA are considered a Non-Federal Match for HCHSP. Other staff such as administrative staff and additional teaching staff (music, library, and art) are 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.
- G. ISD will provide email accounts and internet access to all collaboration HCHSP staff, as applicable.
- H. ISD will provide office space for the Campus Director and Social Workers/Family Services Workers and provide a prep-kitchen for collaboration classrooms in ISD facilities.
- I. ISD will provide transportation to eligible four (4) year-old children and their three (3) year-old siblings for collaboration classrooms.
- J. 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.
- K. 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.
- L. 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 for 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.
 - M. ISD will comply with TEA and HCHSP requirements on criminal background checks to ensure that employees, substitutes, or contractors do not have a criminal background that would invalidate their acceptability for employment.
 - N. ISD will complete annually and prior to the first day of school, the ISD Personnel File Requirements forms to serve as the Head Start Personnel File as required by HCHSP regulations.
 - O. ISD will maintain child and family data, which contains personal and confidential information, within a secure area accessible to collaboration staff.
 - P. ISD will not assist, transfer, or subcontract for the provision of services under this Agreement prior to written consent obtained from HCHSP.
 - Q. 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.
 - R. 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.
 - S. ISD will provide, at no cost to HCHSP, classroom and outdoor learning 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, are assigned at a fair-market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations are considered by HCHSP for Non-Federal Share Match.
 - T. On a periodic basis, HCHSP and/or its contractors will be given access to perform a certified-appraisal of ISD space used in the collaboration.
 - U. ISD will receive all evidence-based referrals from HCHSP to Local Education Agency (LEA) for part B or related services and maintain reciprocal progress communications 60, 90 and 120 days from date of referral.
 - V. ISD will provide appropriate substitute staff in collaboration classes for the ISD teacher and ISD TA. In the event ISD is unable to acquire a state childcare qualified substitute, HCHSP will secure a substitute, and ISD will reimburse HCHSP for the substitute.
 - W. 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.
 - X. 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 in ISD facilities to include playground and hallways that are used by collaboration.
 - Y. ISD staff will be considered in the TX CLL for child-to-staff ratio.

CLASS COMPOSITION:

- A. Each collaboration classroom will enroll **only** HCHSP and ISD children.
- B. Each PreK and HS classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- C. Each EHS classroom will support a maximum of eight (8) children under the age of three (3) years. 10% of enrollment opportunities in EHS classrooms are reserved for pregnant teens enrolled in Donna ISD. Upon the birth of the newborn, the baby will transition into an EHS classroom no earlier than six (6) weeks after birth.
- D. Both parties will be responsible for recruiting and support full enrollment of qualifying students at collaboration of ISD and HCHSP campuses.
- E. Ten (10) percent of student slots will be available for children with special needs as per §1302.14(b)(1).

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. PreK and HS children must meet age requirements (three or four years of age) by September 1 of each enrollment year.
- C. EHS children must meet age requirements (under three years of age) by September 1 of each enrollment year.
- D. 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%) or above the federal poverty guidelines.
- E. Families' income is verified by HCHSP employees, based on HCHSP income eligibility, before determining that a child or pregnant teen is eligible to participate in the program.
- F. HCHSP will assist with ISD with obtaining annual eligibility updates from collaboration of children and families as required by state and local entities. ISD will publicize PreK 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 Head Start and Early Head Start eligible families within the service area.
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment.

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.
- C. At the beginning of each enrollment year, ISD will assist HCHSP to develop and maintain a HS and EHS waitlist that ranks Head Start eligible for children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide a joint PreK and Head Start registration process.
- B. ISD and HCHSP will ensure that only collaboration of children will be enrolled in identified partnership classrooms.
- C. Full enrollment shall be maintained at all times, and each HS classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon; and each EHS classroom will support a maximum of eight (8) children under the age of three (3) years and pregnant teens enrolled in Donna ISD. Upon the birth of the newborn, the baby will transition into an EHS classroom no earlier than six (6) weeks after birth.
- D. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal.
- E. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year.
- F. 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.
- G. 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 PreK enrollment year (if applicable).
- H. ISD will provide PreK enrollment to HCHSP eligible children.
- I. EHS children are required to apply for PreK and HS enrollment opportunities.

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 ISD 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 an 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.

- 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:
 - 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 support needed.
 - c. Providing services that include home visits.
- E. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities) 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 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) or Individualized Family Service Plan (IFSP), ISD must consult with HCHSP to ensure the child receives the needed support services.
- D. If a PreK/HS child does not have an IEP, HCHSP must collaborate, with 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.
- B. ISD may require standardized dress for students. However, no child will be disallowed from participation due to lack of standardized dress. ISD will provide standardized dress if the family is unable to purchase it.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. All classrooms may participate in library, computer, music, and P.E. classes as per scheduling.
- B. ISD will secure a substitute teacher in the event that the ISD teacher is absent from duty.
- C. HCHSP will secure a substitute in the event that the HCHSP teacher or TA is absent from duty.
- D. HCHSP will secure a substitute in the event that the ISD EHS teacher is absent from duty.
- E. ISD designee will serve as supervisor and evaluator for ISD PreK teachers as well as serve as a joint supervisor and evaluator for the HCHSP TA assistant, as applicable.
- F. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP HS teachers and TAs as well as serve as joint supervisor and evaluator for the ISD PreK teacher, as applicable.

- G. HCHSP EHS Campus Director will serve as supervisor and evaluator for the HCHSP and ISD EHS teachers as serve as joint supervisor and evaluator for the ISD EHS teachers, as applicable.
- H. ISD designee and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP 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 PreK Guidelines.
- B. ISD will provide the PreK/HS curriculum that is research and evidence based and TEA approved. ISD and HCHSP will collaborate in the decision-making process of selection of partnership PreK curriculum.
- C. HCHSP will provide the EHS curriculum that is research and evidence based meets the requirements listed in 45 CFR §1302.32 and aligned with Head Start ELOF.
- D. ISD and HCHSP will mutually provide the developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classrooms.
- E. If 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 §1302.32(a)(ii)(b).
- F. ISD teachers will co-plan with their HCHSP TAs on a weekly basis to coordinate theme-based, and hands-on developmentally appropriate instructional activities.
- G. In accordance with ELOF, ISD and HCHSP 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.
- H. ISD and HCHSP will implement a school program for dual language learners and must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. HCHSP will follow the ISD approved school calendar and daily schedule for PreK/HS and EHS.
- B. ISD and HCHSP will provide educational services at ISD campuses in accordance with regular school campus hours.
- C. ISD and HCHSP will provide a thirty (30) minute duty-free lunch and minimum of forty-five (45) minutes for planning for teachers in accordance with TEA Code Section 21.405.
- D. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start staff before the first day of the program year.

Professional Development

- A. HCHSP TAs will participate in appropriate ISD professional development during the program year that includes ISD teachers.
- B. ISD teachers will participate in appropriate HCHSP professional development during the program year that includes HCHSP teachers.
- C. HCHSP and ISD EHS staff will participate in appropriate HCHSP professional development during the program year.
- D. All ISD teaching staff, including substitutes, will be trained annually on Texas Child Care Licensing (CCL) 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. HS and EHS collaboration teachers will administer developmental screenings within 45 days of child enrollment.
- C. HS and EHS collaboration teachers will administer assessments at the beginning, middle and the end of year.
- D. HCHSP requires all HS and EHS classrooms to be assessed using the Teachstone CLASS tool two (2) times annually and used to inform coaching strategies.
- E. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the Teachstone 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 up to the 3rd grade for all children previously enrolled in Head Start, de-identified and in total and in aggregate.
- C. HCHSP and ISD will comply with the Health Insurance Portability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) with respect to all provided data.
- D. HCHSP & ISD will designate 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 "educational officials" or otherwise authorized by parent.
- E. The responsibilities and commitments of each Party, as they relate to data sharing, are 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:

- A. HCHSP and ISD will ensure that facilities meet state CCL regulations in their respective facilities.
- B. HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in their respective PreK/HS classrooms.
- C. HCHSP and ISD will provide outdoor learning environments and equipment in their respective facilities that meet State CCL regulations.
- D. HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.
- E. HCHSP will provide furniture and developmentally appropriate classroom materials for the EHS classrooms.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Social Workers/Family Services Workers will provide referral and family engagement services to all families participating in the collaboration.
- B. HCHSP Social Workers/Family Services Workers 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 all families participating in the collaboration to attend 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. ISD and HCHSP will maintain ongoing communication with all families.
 - F. ISD and HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. The HCHSP Child Nutrition Services Department will generate and track referrals for any HCHSP child with documentation concerning height and/or weight.
- B. The HCHSP Health Services Department will generate and track referrals for any HCHSP child to meet any treatment needs associated with health.
- C. The HCHSP Mental Health/Disability Department will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concerns, or developmental delays.
- D. The HCHSP Counselor or Coordinator will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

If funding no longer exists or is insufficient to pay the charges for services obtained here under, 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 both 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:

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 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 shall not be transferred or assigned without the express prior written approval of ISD and HCHSP.

NON-DISCRIMINATION:

Each party certifies that it is an equal opportunity for employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, 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 is 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 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. The DISD School Board and the Hidalgo County Commissioners Court hereby authorize the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments, enrollment numbers and assignment of campuses 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 DISD:

Donna Independent School District
c/o Dr. Angela Dominguez, Superintendent of Schools
904 Hester Ave
Donna, TX 78537

(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 DISD 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.

Donna Independent School District

Dr. Angela Dominguez, Donna ISD
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Date

Irma E. Peña, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, DBA, Oxford & González
By: _____
Ricardo González



Consolidated Independent School District

**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, 2026, to June 30, 2031.**

PURPOSE:

The Purpose of the HCHSP and ISD 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 PreK 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.
- E. Coordinate resources and information including data, child assessments, financial resources, equipment, and other educational support.

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, 1431 et. 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 Head Start Program Performance Standards: 45 CFR Chapter XIII, Sections in parts §1301, §1302, §1303, §1304, and §1305; and all Head Start Program Instructions and Head Start Memorandums.

- D. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded PreK programs are to implement high-quality PreK consistent with the High-Quality PreK program requirements in **Texas Education Code (TEC) §29.167 – 29.171** and consistent with the provisions of TEC Chapters 41 and 42.
- E. 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 include 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 PreK program approach and high-quality learning environments in which the 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. The teachers will collaboratively make instructional decisions as a team and share the responsibility of student outcomes in a manner consistent with the Family Educational Rights and Privacy Act (FERPA).
- J. Sharing educational data through at least third 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 PreK services for age and income eligible PreK 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 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 prohibitive 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 is provided for employment records.
- P. ISD and HCHSP leadership will schedule and convene two (2) 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 that HCHSP staff will complete two (2) home visits per HCHSP requirements.

- R. HSCHP 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 for collaboration classrooms on HCHSP campuses.
- S. ISD and HCHSP will remain in compliance with all local, state, and federal rules, regulations, and requirements. If either party does not meet compliance, the other party may terminate this agreement immediately should the findings impact on the provisions.
- T. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- U. The teacher of record will submit weekly lesson plans to the HCHSP Campus Director and the ISD designee.
- V. ISD teachers and other staff working directly with children 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.
- W. HCHSP TAs and other staff working directly with children will maintain a staff file which meets all TEA regulations at ISD campuses.
- X. A minimum of two (2) home visits (in a child's home) will be conducted by HCHSP staff with all collaboration families. ISD staff will be encouraged to participate in all home visits.
- Y. A minimum of two (2) parent conferences will be conducted by ISD teachers of record with all collaboration families. HCHSP TAs will be encouraged to participate in all parent conferences.
- Z. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

Children's Learning Institute (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.
- C. Both parties will share only dually enrolled students in collaboration classrooms.
- 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 access to view student-level data
- F. HCHSP/ISD Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - a. Designee/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - b. School/HCHSP Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - c. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- G. The parties will establish which party will upload student-level data into CLI Engage.
- 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 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) Campus Director to provide overall supervision of HCHSP operations and federal and state regulations, including supervision of staff, and will work with the ISD designee to ensure all ISD regulations are adhered to.
- B. HCHSP will provide teacher assistants (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed to be paired with ISD teachers of record for every collaboration classroom.
- C. HCHSP will provide one (1) Disability Aide/Floater for every two (2) classrooms to support the required TEA conference period for the teachers of record and aid classrooms with children with disabilities or children with challenging behaviors.
- D. HCHSP will provide one (1) Social Worker/Family Services Worker for every two (2) classrooms to conduct case management and support for families.
- E. HCHSP will provide custodians responsible for the cleaning of HCHSP collaboration classrooms and facilities and implement meal prep for all collaboration classrooms.
- F. HCHSP will ensure vacancies for Head Start staff are filled by HCHSP as soon as possible.
- G. HCHSP will provide substitutes for Head Start TAs. HCHSP uses “Frontline®” software to manage substitutes.
- H. 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 related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. HCHSP and ISD must comply with all laws, ordinances, rules, and regulations of any government entity pertaining to its performance pursuant to this Agreement.
- I. 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, and if such claim or audit is started before the expiration date of the three (3) year period.
- J. HCHSP will provide children and family support services as per 45 CFR Chapter XIII.
- K. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007.
- L. HCHSP will complete, maintain, and review Head Start child files for eligibility criteria requirement.
- M. 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.
- N. HCHSP will provide ISD with written copies of site visit reports required for corrective action as appropriate.
- O. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program.
- P. HCHSP will provide meals to all collaboration children, as per USDA/Child and Adult Nutrition Program guidelines for all collaboration children on ISD campuses. HCHSP and ISD staff will eat breakfast and lunch with the children (family style service), unless ISD staff have a conference period during mealtimes. Head Start funds will be used to pay for ISD and HCHSP adult meals monthly upon verification of meal consumption.
- Q. 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.

- R. In the event of any type of Licensing violation or wrongdoing by an ISD teacher and/or ISD employee, HCHSP and ISD will conduct their respective investigations. If licensing permits the ISD teacher and/or ISD employee 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 TEA certified ISD teachers of record to be paired with HCHSP teaching assistants (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed for all collaboration classrooms. HCHSP will collaborate with ISD to review all ISD teachers that will be assigned. ISD will have final determination.
- B. ISD will provide a part-time armed Police Officers (PO) for ISD collaboration campuses.
- C. ISD will provide a qualified substitute for ISD teachers. If ISD is unable to acquire a qualified substitute, HCHSP will provide the substitute, and ISD will reimburse HCHSP for those substitutes.
- D. ISD teachers are considered a Non-Federal Match for HCHSP. Other staff such as administrative staff and additional teaching staff (music, library, and art) are 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. ISD will provide email accounts and internet access to all collaboration HCHSP staff, as applicable.
- F. 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.
- G. 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.
- H. ISD will comply with TEA and HCHSP requirements on criminal background checks to ensure that employees, substitutes, or contractors do not have a criminal background that would invalidate their acceptability for employment.
- I. ISD will complete annually and prior to the first day of school, the ISD Personnel File Requirements forms to serve as the Head Start Personnel File as required by HCHSP regulations.
- J. ISD will maintain child and family data, which contains personal and confidential information, within a secure area accessible to collaboration staff.
- K. ISD will not assist, transfer, or subcontract for the provision of services under this Agreement prior to written consent obtained from HCHSP.
- L. 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.
- M. 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.
- N. On a periodic basis, HCHSP and/or its contractors will be given access to perform a certified-appraisal of ISD space used in the collaboration.

- O. ISD will receive all evidence-based referrals from HCHSP to Local Education Agency (LEA) for part B or related services and maintain reciprocal progress communications 60, 90 and 120 days from date of referral.
- P. 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.
- Q. ISD staff will be considered in the TX CLL for child-to-staff ratio.

CLASS COMPOSITION:

- A. Each collaboration classroom will enroll **only** HCHSP and ISD children.
- B. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- C. Both parties will be responsible for recruiting and support full enrollment of qualifying students at collaboration of ISD and HCHSP campuses.
- D. Ten (10) percent of student slots will be available for children with special needs as per §1302.14(b)(1).

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%) or above the federal poverty guidelines.
- D. Families' income is verified by HCHSP employees, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program.
- E. HCHSP will assist with ISD with obtaining annual eligibility updates from collaboration of children and families as required by state and local entities. ISD will publicize PreK 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 Head Start eligible families within the service area.
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment.

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.
- 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 for children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide a joint PreK and Head Start registration process.
- B. ISD and HCHSP will ensure that only collaboration of children will be enrolled in identified partnership classrooms.
- C. Full enrollment shall be maintained at all times, and each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- D. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal or pursuant to Section 3.4.3 (Students Whose Whereabouts are Unknown) of the Texas Education Agency Student Attendance Accounting Handbook.
- E. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year.
- F. 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.
- G. 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 PreK enrollment year (if applicable).
- H. ISD will provide PreK enrollment to HCHSP eligible children.

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 ISD 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.
- E. HCHSP and ISD will work collaboratively to meet the 96% attendance goal.
- F. HCHSP and ISD will ensure that parents are informed about the Texas Compulsory Attendance laws and requirements.

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 an 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.
- 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:
 - 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 support needed.
 - c. Providing services that include home visits.
- E. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities) 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 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.
- D. If a child does not have an IEP, HCHSP must collaborate, with 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.
- B. ISD may require standardized dress for students. However, no child will be disallowed from participation due to lack of standardized dress. ISD will provide standardized dress if the family is unable to purchase it.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. All classroom may participate in library, computer, music, and P.E. classes as per scheduling.
- B. ISD will secure a substitute teacher in the event that the ISD teacher is absent from duty.
- C. HCHSP will secure a substitute in the event that the HCHSP TA is absent from duty.
- D. ISD Designee will serve as supervisor and evaluator for ISD PreK teacher.

- E. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP TAs as well as serve as joint supervisor and evaluator for the ISD teacher, as applicable.
- F. ISD Designee and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP 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 PreK Guidelines.
- B. ISD will provide the curriculum that is research and evidence based and TEA approved. ISD and HCHSP will utilize the current ISD adopted PK curriculum.
- C. ISD and HCHSP will mutually provide the developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classrooms.
- D. If 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 §1302.32(a)(ii)(b).
- E. ISD teachers will co-plan with their TAs on a weekly basis to coordinate themed and hands-on developmentally appropriate instructional activities.
- F. In accordance with ELOF, ISD and HCHSP 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.
- G. ISD and HCHSP will implement a school program for dual language learners and must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. HCHSP will follow the ISD approved school calendar and daily schedule.
- B. ISD and HCHSP will provide educational services at HCHSP campuses in accordance with regular school campus hours.
- C. ISD and HCHSP will provide a forty-five (45) minute duty-free lunch and minimum of forty-five (45) minutes for planning for teachers in accordance with TEA Code Section 21.405.
- D. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start staff before the first day of the program year.

Professional Development

- A. HCHSP TAs will participate in appropriate ISD professional development during the program year that includes ISD teachers.
- B. ISD teachers will participate in appropriate HCHSP professional development during the program year that includes HCHSP teachers.
- C. All ISD teaching staff, including substitutes, will be trained annually on Texas Child Care Licensing (CCL) 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 year.

- D. HCHSP requires all classrooms to be assessed using the Teachstone CLASS tool two (2) times annually and used to inform coaching strategies.
- E. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the Teachstone 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 up to the 3rd grade for all children previously enrolled in Head Start, de-identified and in total and in aggregate.
- C. HCHSP and ISD will comply with the Health Insurance Portability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) with respect to all provided data.
- D. HCHSP & ISD will designate 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 “educational officials” or otherwise authorized by parent.
- E. The responsibilities and commitments of each Party, as they relate to data sharing, are 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.

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:

- A. HCHSP and ISD will ensure that facilities meet state CCL regulations in their respective facilities.
- B. HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in their respective classrooms.
- C. HCHSP and ISD will provide outdoor learning environments and equipment in their respective facilities that meet State CCL regulations.
- D. HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Social Workers/Family Services Workers will provide referral and family engagement services to all families participating in the collaboration.
- B. HCHSP Social Workers/Family Services Workers 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 all families participating in the collaboration to attend 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. ISD and HCHSP will maintain ongoing communication with all families.
- F. ISD and HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. The HCHSP Child Nutrition Services Department will generate and track referrals for any HCHSP child with documentation concerning height and /or weight.
- B. The HCHSP Health Services Department will generate and track referrals for any HCHSP child to meet any treatment needs associated with health.
- C. The HCHSP Mental Health/Disability Department will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concerns, or developmental delays.
- D. The HCHSP Counselor or Coordinator will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

If funding no longer exists or is insufficient to pay the charges for services obtained here under, 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 both 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:

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 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 shall not be transferred or assigned without the express prior written approval of ISD and HCHSP.

NON-DISCRIMINATION:

Each party certifies that it is an equal opportunity for employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, 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 is 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 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 each party. The ECISD School Board and the Hidalgo County Commissioners' Court hereby authorize the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments, enrollment numbers and assignment of campuses 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 ECISD:

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

IN WITNESS WHEREOF, the Hidalgo County Commissioners' Court and the ECISD 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 Independent School District

Dr. Mario Salinas, Edinburg CISD
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Date

Irma E. Peña, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, DBA, Oxford & González
By: _____
Ricardo González



Independent School District

**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, 2026, to June 30, 2031.**

PURPOSE:

The Purpose of the HCHSP and ISD 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 PreK 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.
- E. Coordinate resources and information including data, child assessments, financial resources, equipment, and other educational support.

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, 1431 et. 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 Head Start Program Performance Standards: 45 CFR Chapter XIII, Sections in parts §1301, §1302, §1303, §1304, and §1305; and all Head Start Program Instructions and Head Start Memorandums.

- D. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded PreK programs are to implement high-quality PreK consistent with the High-Quality PreK program requirements in **Texas Education Code (TEC) §29.167 – 29.171** and consistent with the provisions of TEC Chapters 41 and 42.
- E. 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 include 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 PreK program approach and high-quality learning environments in which the 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. The teachers will collaboratively make instructional decisions as a team and share the responsibility of student outcomes in a manner consistent with the Family Educational Rights and Privacy Act (FERPA).
- J. Sharing educational data through at least third 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 PreK services for age and income eligible PreK 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 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 prohibitive 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 is provided for employment records.
- P. ISD and HCHSP leadership will schedule and convene two (2) 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 that HCHSP staff will complete two (2) home visits per HCHSP requirements.

- R. HSCHP will provide an HCHSP employee or trained volunteer to provide a duty-free, thirty (30) minute lunch break for the ISD teacher for collaboration classrooms on ISD campuses.
- S. ISD and HCHSP will remain in compliance with all local, state, and federal rules, regulations, and requirements. If either party does not meet compliance, the other party may terminate this agreement immediately should the findings impact on the provisions.
- T. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- U. The teacher of record will submit weekly lesson plans to the HCHSP Campus Director and the ISD designee.
- V. ISD teachers and other staff working directly with children 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.
- W. HCHSP teachers and TAs and other staff working directly with children will maintain a staff file which meets all TEA regulations at ISD campuses.
- X. A minimum of two (2) home visits (in a child's home) will be conducted by HCHSP staff with all collaboration families. ISD staff will be encouraged to participate in all home visits.
- Y. A minimum of two (2) parent conferences will be conducted by ISD teachers of record with all collaboration families. HCHSP TAs will be encouraged to participate in all parent conferences.
- Z. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

Children's Learning Institute (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.
- C. Both parties will share only dually enrolled students in collaboration classrooms.
- 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 access to view student-level data
- F. HCHSP/ISD Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - a. Designee/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - b. School/HCHSP Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - c. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- G. The parties will establish which party will upload student-level data into CLI Engage.
- 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 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) Campus Director to provide overall supervision of HCHSP operations and federal and state regulations, including supervision of staff, and will work with the ISD designee to ensure all ISD regulations are adhered to.
- B. HCHSP will provide TEA certified teacher of record with a bilingual certification to be paired with ISD teaching assistant (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credential.
- C. HCHSP will provide teacher assistants (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed to be paired with ISD teachers of record for every collaboration classroom.
- D. HCHSP will provide one (1) Disability Aide/Floater for every two (2) classrooms to support the required TEA conference period for the teachers of record and aid classrooms with children with disabilities or children with challenging behaviors.
- E. HCHSP will provide one (1) Social Worker/Family Services Worker for every two (2) classrooms to conduct case management and support for families.
- F. HCHSP will provide custodians responsible for the cleaning of HCHSP collaboration classrooms and implement meal prep for all collaboration classrooms.
- G. HCHSP will ensure vacancies for Head Start staff are filled by HCHSP as soon as possible.
- H. HCHSP will provide substitutes for Head Start teachers and TAs. HCHSP uses “Frontline®” software to manage substitutes.
- I. 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 related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. HCHSP and ISD must comply with all laws, ordinances, rules, and regulations of any government entity pertaining to its performance pursuant to this Agreement.
- J. 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, and if such claim or audit is started before the expiration date of the three (3) year period.
- K. HCHSP will provide children and family support services as per 45 CFR Chapter XIII.
- L. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007.
- M. HCHSP will complete, maintain, and review Head Start child files for eligibility criteria requirement.
- N. 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.
- O. HCHSP will provide ISD with written copies of site visit reports required for corrective action as appropriate.
- P. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program.
- I. HCHSP will provide meals to all collaboration children, as per USDA/Child and Adult Nutrition Program guidelines for all collaboration children on ISD campuses. HCHSP and ISD staff will eat breakfast and lunch with the children (family style service), unless ISD staff have a conference period during mealtimes. Head Start funds will be used to pay for ISD and HCHSP adult meals monthly upon verification of meal consumption.
- J. 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 TEA certified ISD teachers of record to be paired with HCHSP teaching assistants (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed for all collaboration classrooms.
- B. ISD will provide TAs with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed to be paired with HCHSP teachers for designated collaboration classroom.
- C. ISD will provide a full-time armed Police Officers (PO) for ISD collaboration campuses.
- D. ISD will provide a qualified substitute for ISD teachers and TAs. If ISD is unable to acquire a qualified substitute, HCHSP will provide the substitute, and ISD will reimburse HCHSP for those substitutes.
- E. The ISD teacher and TA are considered a Non-Federal Match for HCHSP. Other staff such as administrative staff and additional teaching staff (music, library, and art) are 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.
- F. ISD will provide email accounts and internet access to all collaboration HCHSP staff, as applicable.
- G. ISD will provide office space for the Campus Director and Social Workers/Family Services Workers and provide a prep-kitchen for collaboration classrooms in ISD facilities.
- 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. 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. 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 and HCHSP requirements on criminal background checks to ensure that employees, substitutes, or contractors do not have a criminal background 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 forms to serve as the Head Start Personnel File as required by HCHSP regulations.
- M. ISD will maintain child and family data, which contains personal and confidential information, within a secure 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. ISD will provide, at no cost to HCHSP, classroom and outdoor learning 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, are assigned at a fair-market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations are considered by HCHSP for Non-Federal Share Match.
- R. On a periodic basis, HCHSP and/or its contractors will be given access to perform a certified-appraisal of ISD space used 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 maintain reciprocal progress communications 60, 90 and 120 days from date of referral.
- T. ISD will provide appropriate substitute staff in collaboration classes for the ISD teacher and ISD TA. In the event ISD is unable to acquire a state childcare qualified substitute, HCHSP will secure a substitute, and ISD will reimburse HCHSP for the substitute.
- 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. 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 in ISD facilities to include playground and hallways that are used by collaboration.
- W. ISD staff will be considered in the TX CLL for child-to-staff ratio.
- X. ISD will provide toilet changing tables and space in ISD facilities for those children who need support.

CLASS COMPOSITION:

- A. Each collaboration classroom will enroll **only** HCHSP and ISD children.
- B. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- C. Both parties will be responsible for recruiting and support full enrollment of qualifying students at collaboration of ISD and HCHSP campuses.
- D. Ten (10) percent of student slots will be available for children with special needs as per §1302.14(b)(1).

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%) or above the federal poverty guidelines.

- D. Families' income is verified by HCHSP employees, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program.
- E. HCHSP will assist with ISD with obtaining annual eligibility updates from collaboration of children and families as required by state and local entities. ISD will publicize PreK 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 Head Start eligible families within the service area.
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment.

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.
- 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 for children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide joint a PreK and Head Start registration process.
- B. ISD and HCHSP will ensure that only collaboration of children will be enrolled in identified partnership classrooms.
- C. Full enrollment shall be maintained at all times, and each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- D. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal.
- E. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year.
- F. 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.
- G. 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 PreK enrollment year (if applicable).
- H. ISD will provide PreK enrollment to HCHSP eligible children.

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 ISD 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 an 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.
- 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:
 - 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 support needed.
 - c. Providing services that include home visits.
- E. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities) 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 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.
- D. If a child does not have an IEP, HCHSP must collaborate, with 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.
- B. ISD may require standardized dress for students. However, no child will be disallowed from participation due to lack of standardized dress. ISD will provide standardized dress if the family is unable to purchase it.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. All classroom may participate in library, computer, music, and P.E. classes as per scheduling.
- B. ISD will secure a substitute teacher in the event that the ISD teacher or TA is absent from duty.
- C. HCHSP will secure a substitute in the event that the HCHSP teacher or TA is absent from duty.
- D. ISD Designee will serve as supervisor and evaluator for ISD PreK teacher and TA as well as serve as a joint supervisor and evaluator for the HCHSP teacher and TA assistant, as applicable.
- E. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP teachers and TAs as well as serve as joint supervisor and evaluator for the ISD staff, as applicable.
- F. ISD Designee and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP 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 PreK Guidelines.
- B. ISD will provide the curriculum that is research and evidence based and TEA approved. ISD and HCHSP will collaborate in the decision-making process of selection of partnership PreK curriculum.
- C. ISD and HCHSP will mutually provide the developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classrooms.
- D. If 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 §1302.32(a)(ii)(b).
- E. HCHSP and ISD teachers will co-plan with their TAs on a weekly basis to coordinate theme-based, and hands-on developmentally appropriate instructional activities.
- F. In accordance with ELOF, ISD and HCHSP 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.
- G. ISD and HCHSP will implement a school program for dual language learners and must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. HCHSP will follow the ISD approved school calendar and daily schedule.
- B. ISD and HCHSP will provide educational services at ISD campuses in accordance with regular school campus hours.
- C. ISD and HCHSP will provide a thirty (30) minute duty-free lunch and minimum of forty-five (45) minutes for planning for teachers in accordance with TEA Code Section 21.405.

- D. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start staff before the first day of the program year.

Professional Development

- A. HCHSP teachers and TAs will participate in appropriate ISD professional development during the program year that includes ISD teachers.
- B. ISD teachers and TAs will participate in appropriate HCHSP professional development during the program year that includes HCHSP teachers.
- C. All ISD teaching staff, including substitutes, will be trained annually on Texas Child Care Licensing (CCL) 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 year.
- D. HCHSP requires all classrooms to be assessed using the Teachstone CLASS tool two (2) times annually and used to inform coaching strategies.
- E. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the Teachstone 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 up to the 3rd grade for all children previously enrolled in Head Start, de-identified and in total and in aggregate.
- C. HCHSP and ISD will comply with the Health Insurance Portability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) with respect to all provided data.
- D. HCHSP & ISD will designate 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 "educational officials" or otherwise authorized by parent.
- E. The responsibilities and commitments of each Party, as they relate to data sharing, are 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:

- A. HCHSP and ISD will ensure that facilities meet state CCL regulations in their respective facilities.
- B. HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in their respective classrooms.
- C. HCHSP and ISD will provide outdoor learning environments and equipment in their respective facilities that meet State CCL regulations.
- D. HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Social Workers/Family Services Workers will provide referral and family engagement services to all families participating in the collaboration.
- B. HCHSP Social Workers/Family Services Workers 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 all families participating in the collaboration to attend 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. ISD and HCHSP will maintain ongoing communication with all families.
- F. ISD and HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. The HCHSP Child Nutrition Services Department will generate and track referrals for any HCHSP child with documentation concerning height and /or weight.
- B. The HCHSP Health Services Department will generate and track referrals for any HCHSP child to meet any treatment needs associated with health.
- C. The HCHSP Mental Health/Disability Department will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concerns, or developmental delays.
- D. The HCHSP Counselor or Coordinator will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

If funding no longer exists or is insufficient to pay the charges for services obtained here under, 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 both 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:

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 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 shall not be transferred or assigned without the express prior written approval of ISD and HCHSP.

NON-DISCRIMINATION:

Each party certifies that it is an equal opportunity for employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, 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 is 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 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 each party. The MISD School Board and the Hidalgo County Commissioners Court hereby authorize the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments, enrollment numbers and assignment of campuses 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 MISD:

McAllen Independent School District
c/o Dr. Rene Gutierrez, Superintendent of Schools
2000 N. 23rd Street
McAllen, TX 78501

(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 MISD 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

Dr. Rene Gutierrez, McAllen ISD
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Date

Irma E. Peña, Executive Director
Hidalgo County Head Start Program

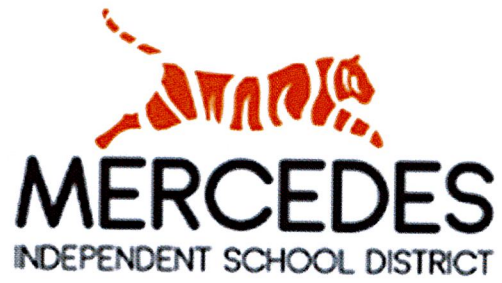
Date

ATTEST:

Arturo Guajardo Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, DBA, Oxford & González
By: _____
Ricardo González



Independent School District

**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 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, 2026, to June 30, 2031.**

PURPOSE:

The Purpose of the HCHSP and ISD 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 PreK 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.
- E. Coordinate resources and information including data, child assessments, financial resources, equipment, and other educational support.

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, 1431 et. 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 Head Start Program Performance Standards: 45 CFR Chapter XIII, Sections in parts §1301, §1302, §1303, §1304, and §1305; and all Head Start Program Instructions and Head Start Memorandums.

- D. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded PreK programs are to implement high-quality PreK consistent with the High-Quality PreK program requirements in **Texas Education Code (TEC)** §29.167 – 29.171 and consistent with the provisions of TEC Chapters 41 and 42.
- E. 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 include 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 PreK program approach and high-quality learning environments in which the 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. The teachers will collaboratively make instructional decisions as a team and share the responsibility of student outcomes in a manner consistent with the Family Educational Rights and Privacy Act (FERPA).
- J. Sharing educational data through at least third 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 PreK services for age and income eligible PreK 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 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 prohibitive 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 is provided for employment records.
- P. ISD and HCHSP leadership will schedule and convene two (2) 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 that HCHSP staff will complete two (2) home visits per HCHSP requirements.

- R. HSCHP will provide an HCHSP employee or trained volunteer to provide a duty-free, thirty (30) minute lunch break for the ISD teacher for collaboration classrooms on ISD campuses.
- S. ISD and HCHSP will remain in compliance with all local, state, and federal rules, regulations, and requirements. If either party does not meet compliance, the other party may terminate this agreement immediately should the findings impact on the provisions.
- T. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- U. The teacher of record will submit weekly lesson plans to the HCHSP Campus Director and the ISD designee.
- V. ISD teachers and other staff working directly with children 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.
- W. HCHSP teachers and TAs and other staff working directly with children will maintain a staff file which meets all TEA regulations at ISD campuses.
- X. A minimum of two (2) home visits (in a child's home) will be conducted by HCHSP staff with all collaboration families. ISD staff will be encouraged to participate in all home visits.
- Y. A minimum of two (2) parent conferences will be conducted by ISD teachers of record with all collaboration families. HCHSP TAs will be encouraged to participate in all parent conferences.
- Z. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

Children's Learning Institute (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.
- C. Both parties will share only dually enrolled students in collaboration classrooms.
- 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 access to view student-level data
- F. HCHSP/ISD Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - a. Designee/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - b. School/HCHSP Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - c. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- G. The parties will establish which party will upload student-level data into CLI Engage.
- 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 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) Campus Director to provide overall supervision of HCHSP operations and federal and state regulations, including supervision of staff, and will work with the ISD designee to ensure all ISD regulations are adhered to.
- B. HCHSP will provide TEA certified teacher of record to be paired with ISD Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant.
- C. HCHSP will provide teacher assistants (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed to be paired with ISD teachers of record for every collaboration classroom.
- D. HCHSP will provide one (1) Disability Aide/Floater for every two (2) classrooms to support the required TEA conference period for the teachers of record and aid classrooms with children with disabilities or children with challenging behaviors.
- E. HCHSP will provide one (1) Social Worker/Family Services Worker for every two (2) classrooms to conduct case management and support for families.
- F. HCHSP will provide custodians responsible for the cleaning of HCHSP collaboration classrooms and implement meal prep for all collaboration classrooms.
- G. HCHSP will ensure vacancies for Head Start staff are filled by HCHSP as soon as possible.
- H. HCHSP will provide substitutes for Head Start teachers and TAs. HCHSP uses “Frontline®” software to manage substitutes.
- I. HCHSP will provide transportation to eligible collaboration three-year-old children only. HCHSP transportation has limited slots, therefore ISD will provide transportation to four-year-old children.
- J. 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 related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. HCHSP and ISD must comply with all laws, ordinances, rules, and regulations of any government entity pertaining to its performance pursuant to this Agreement.
- K. 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, and if such claim or audit is started before the expiration date of the three (3) year period.
- L. HCHSP will provide children and family support services as per 45 CFR Chapter XIII.
- M. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007.
- N. HCHSP will complete, maintain, and review Head Start child files for eligibility criteria requirement.
- O. 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.
- P. HCHSP will provide ISD with written copies of site visit reports required for corrective action as appropriate.
- Q. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program.
- I. HCHSP will provide meals to all collaboration children, as per USDA/Child and Adult Nutrition Program guidelines for all collaboration children on ISD campuses. HCHSP and ISD staff will eat breakfast and lunch with the children (family style service), unless ISD staff have a conference period during mealtimes. Head Start funds will be used to pay for ISD and HCHSP adult meals monthly upon verification of meal consumption.
- J. 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 TEA certified ISD teachers of record to be paired with HCHSP teaching assistants (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed for all collaboration classrooms.
- B. ISD will provide TAs with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed to be paired with HCHSP teachers for every collaboration classroom.
- C. ISD will provide a full-time armed Police Officers (PO) for ISD collaboration campuses.
- D. ISD will provide a qualified substitute for ISD teachers and TAs. If ISD is unable to acquire a qualified substitute, HCHSP will provide the substitute, and ISD will reimburse HCHSP for those substitutes.
- E. The ISD teacher and TA are considered a Non-Federal Match for HCHSP. Other staff such as administrative staff and additional teaching staff (music, library, and art) are 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.
- F. ISD will provide email accounts and internet access to all collaboration HCHSP staff, as applicable.
- G. ISD will provide office space for the Campus Director and Social Workers/Family Services Workers and provide a prep-kitchen for collaboration classrooms in ISD facilities.
- H. ISD will provide transportation to eligible four (4) year-old children and their three (3) year-old siblings for collaboration classrooms.
- I. 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.
- J. 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.
- K. 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 for 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.
- L. ISD will comply with TEA and HCHSP requirements on criminal background checks to ensure that employees, substitutes, or contractors do not have a criminal background that would invalidate their acceptability for employment.
- M. ISD will complete annually and prior to the first day of school, the ISD Personnel File Requirements forms to serve as the Head Start Personnel File as required by HCHSP regulations.
- N. ISD will maintain child and family data, which contains personal and confidential information, within a secure area accessible to collaboration staff.
- O. ISD will not assist, transfer, or subcontract for the provision of services under this Agreement prior to written consent obtained from HCHSP.

- P. 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.
- Q. 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.
- R. ISD will provide, at no cost to HCHSP, classroom and outdoor learning 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, are assigned at a fair-market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations are considered by HCHSP for Non-Federal Share Match.
- S. On a periodic basis, HCHSP and/or its contractors will be given access to perform a certified-appraisal of ISD space used in the collaboration.
- T. ISD will receive all evidence-based referrals from HCHSP to Local Education Agency (LEA) for part B or related services and maintain reciprocal progress communications 60, 90 and 120 days from date of referral.
- U. ISD will provide appropriate substitute staff in collaboration classes for the ISD teacher and ISD TA. In the event ISD is unable to acquire a state childcare qualified substitute, HCHSP will secure a substitute, and ISD will reimburse HCHSP for the substitute.
- V. 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.
- W. 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 in ISD facilities to include playground and hallways that are used by collaboration.
- X. ISD staff will be considered in the TX CLL for child-to-staff ratio.
- Y. ISD will provide toilet changing tables and space in ISD facilities for those children who need support.

CLASS COMPOSITION:

- A. Each collaboration classroom will enroll **only** HCHSP and ISD children.
- B. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- C. Both parties will be responsible for recruiting and support full enrollment of qualifying students at collaboration of ISD and HCHSP campuses.
- D. Ten (10) percent of student slots will be available for children with special needs as per §1302.14(b)(1).

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%) or above the federal poverty guidelines.
- D. Families' income is verified by HCHSP employees, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program.
- E. HCHSP will assist with ISD with obtaining annual eligibility updates from collaboration of children and families as required by state and local entities. ISD will publicize PreK 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 Head Start eligible families within the service area.
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment.

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.
- 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 for children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide joint a PreK and Head Start registration process.
- B. ISD and HCHSP will ensure that only collaboration of children will be enrolled in identified partnership classrooms.
- C. Full enrollment shall be maintained at all times, and each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- D. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal.
- E. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year.
- F. 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.
- G. 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 PreK enrollment year (if applicable).
- H. ISD will provide PreK enrollment to HCHSP eligible children.

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 ISD 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 an 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.
- 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:
 - 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 support needed.
 - c. Providing services that include home visits.
- E. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities) 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 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.

- D. If a child does not have an IEP, HCHSP must collaborate, with 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.
- B. ISD may require standardized dress for students. However, no child will be disallowed from participation due to lack of standardized dress. ISD will provide standardized dress if the family is unable to purchase it.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. All classroom may participate in library, computer, music, and P.E. classes as per scheduling.
- B. ISD will secure a substitute teacher in the event that the ISD teacher or TA is absent from duty.
- C. HCHSP will secure a substitute in the event that the HCHSP teacher or TA is absent from duty.
- D. ISD Designee or designee will serve as supervisor and evaluator for ISD PreK teacher as well as serve as a joint supervisor and evaluator for the HCHSP TA assistant, as applicable.
- E. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP teachers and TAs as well as serve as joint supervisor and evaluator for the ISD staff, as applicable.
- F. ISD Designee and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP 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 PreK Guidelines.
- B. ISD will provide the curriculum that is research and evidence based and TEA approved. ISD and HCHSP will collaborate in the decision-making process of selection of partnership PreK curriculum.
- C. ISD and HCHSP will mutually provide the developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classrooms.
- D. If 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 §1302.32(a)(ii)(b).
- E. HCHSP and ISD teachers will co-plan with their TAs on a weekly basis to coordinate theme-based, and hands-on developmentally appropriate instructional activities.
- F. In accordance with ELOF, ISD and HCHSP 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.
- G. ISD and HCHSP will implement a school program for dual language learners and must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. HCHSP will follow the ISD approved school calendar and daily schedule.
- B. ISD and HCHSP will provide educational services at ISD campuses in accordance with regular school campus hours.
- C. ISD and HCHSP will provide a thirty (30) minute duty-free lunch and minimum of forty-five (45) minutes for planning for teachers in accordance with TEA Code Section 21.405.
- D. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start staff before the first day of the program year.

Professional Development

- A. HCHSP TAs will participate in appropriate ISD professional development during the program year that includes ISD teachers.
- B. ISD teachers will participate in appropriate HCHSP professional development during the program year that includes HCHSP teachers.
- C. All ISD teaching staff, including substitutes, will be trained annually on Texas Child Care Licensing (CCL) 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 year.
- D. HCHSP requires all classrooms to be assessed using the Teachstone CLASS tool two (2) times annually and used to inform coaching strategies.
- E. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the Teachstone 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 up to the 3rd grade for all children previously enrolled in Head Start, de-identified and in total and in aggregate.
- C. HCHSP and ISD will comply with the Health Insurance Portability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) with respect to all provided data.
- D. HCHSP & ISD will designate 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 "educational officials" or otherwise authorized by parent.
- E. The responsibilities and commitments of each Party, as they relate to data sharing, are 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:

- A. HCHSP and ISD will ensure that facilities meet state CCL regulations in their respective facilities.

- B. HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in their respective classrooms.
- C. HCHSP and ISD will provide outdoor learning environments and equipment in their respective facilities that meet State CCL regulations.
- D. HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Social Workers/Family Services Workers will provide referral and family engagement services to all families participating in the collaboration.
- B. HCHSP Social Workers/Family Services Workers 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 all families participating in the collaboration to attend 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. ISD and HCHSP will maintain ongoing communication with all families.
- F. ISD and HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. The HCHSP Child Nutrition Services Department will generate and track referrals for any HCHSP child with documentation concerning height and /or weight.
- B. The HCHSP Health Services Department will generate and track referrals for any HCHSP child to meet any treatment needs associated with health.
- C. The HCHSP Mental Health/Disability Department will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concerns, or developmental delays.
- D. The HCHSP Counselor or Coordinator will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

If funding no longer exists or is insufficient to pay the charges for services obtained here under, 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 both 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:

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 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 shall not be transferred or assigned without the express prior written approval of ISD and HCHSP.

NON-DISCRIMINATION:

Each party certifies that it is an equal opportunity for employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, 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 is 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 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 each party. The MISD School Board and the Hidalgo County Commissioners Court hereby authorize the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments, enrollment numbers and assignment of campuses 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 MISD:

Mercedes Independent School District
c/o Dr. Alicia Noyola, Superintendent of Schools
801 Hidalgo 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 MISD 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

Dr. Alicia Noyola, Mercedes ISD
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Date

Irma E. Peña, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, DBA, Oxford & González
By: _____
Ricardo González



**Consolidated Independent
School District**

**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 of the State of Texas and a legally constituted Independent School District located within Hidalgo County, Texas) herein referred to as **ISD**, for services.

PERIOD OF MOU:

The MOU period will be from **July 1, 2026, to June 30, 2031**. Notwithstanding the foregoing, ISD's performance under this MOU is contingent upon the continued availability of funds appropriated by ISD's Board of Trustees in any current or future fiscal year. Each party shall pay for performance of governmental functions or services from current revenues available to the paying party, in compliance with Texas Government Code § 791.011(d)(3).

PURPOSE:

The Purpose of the HCHSP and ISD 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 PreK 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.
- E.** Coordinate resources and information including data, child assessments, financial resources, equipment, and other educational support.

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, 1431 et. 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 Head Start Program Performance Standards: 45 CFR Chapter XIII, Sections in parts §1301, §1302, §1303, §1304, and §1305; and all Head Start Program Instructions and Head Start Memorandums.
- D. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded PreK programs are to implement high-quality PreK consistent with the High-Quality PreK program requirements in **Texas Education Code (TEC) §29.167 – 29.171** and consistent with the provisions of TEC Chapter 48.
- E. 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 include 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 PreK program approach and high-quality learning environments in which the 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. The teachers will collaboratively make instructional decisions as a team and share the responsibility of student outcomes in a manner consistent with **the Family Educational Rights and Privacy Act (FERPA)**.
- J. Sharing educational data through at least third 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 "school officials" with "legitimate educational interests" 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 PreK services for age and income eligible PreK 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 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 prohibitive 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 is provided for employment records.
- P.** ISD and HCHSP leadership will schedule and convene two (2) 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 that HCHSP staff will complete two (2) home visits per HCHSP requirements.
- R.** HCHSP will provide an HCHSP employee or trained volunteer to provide a duty-free, thirty (30) minute lunch break for the ISD teacher for collaboration classrooms on ISD campuses.
- S.** ISD and HCHSP will remain in compliance with all local, state, and federal rules, regulations, and requirements. If either party does not meet compliance, the other party may terminate this agreement immediately should the findings impact on the provisions.
- T.** Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- U.** The teacher of record will submit weekly lesson plans to the HCHSP Campus Director and the ISD principal.
- V.** ISD teachers and other staff working directly with children 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.
- W.** HCHSP TAs and other staff working directly with children will maintain a staff file which meets all TEA regulations at ISD campuses.
- X.** A minimum of two (2) home visits (in a child's home) will be conducted by HCHSP staff with all collaboration families. ISD staff will be encouraged to participate in all home visits.
- Y.** A minimum of two (2) parent conferences will be conducted by ISD teachers of record with all collaboration families. HCHSP TAs will be encouraged to participate in all parent conferences.
- Z.** Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

Children's Learning Institute (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.
- C. Both parties will share only dually enrolled students in collaboration classrooms.
- 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 access to view student-level data
- F. HCHSP/ISD Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - a. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - b. School/HCHSP Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - c. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- G. The parties will establish which party will upload student-level data into CLI Engage.
- 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 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) Campus Director to provide overall supervision of HCHSP operations and federal and state regulations, including supervision of staff, and will work with the ISD principal to ensure all ISD regulations are adhered to.
- B. 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) ISD teacher.
- C. HCHSP will provide one (1) Disability Aide/Floater for every two (2) classrooms to support the required TEA conference period for the teachers of record and aid classrooms with children with disabilities or children with challenging behaviors.

- D.** HCHSP will provide one (1) Social Worker/Family Services Worker for every two (2) classrooms to conduct case management and support for families.
- E.** HCHSP will provide custodians responsible for the cleaning of HCHSP classrooms and implement meal prep for all classrooms.
- F.** HCHSP will ensure vacancies for Head Start staff are filled by HCHSP as soon as possible.
- G.** HCHSP will provide substitutes for Head Start TAs. HCHSP uses "Frontline®" software to manage substitutes.
- H.** 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 HCHSP that are related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. HCHSP and ISD must comply with all laws, ordinances, rules, and regulations of any government entity pertaining to its performance pursuant to this Agreement.
- I.** 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, and if such claim or audit is started before the expiration date of the three (3) year period.
- J.** HCHSP will provide children and family support services as per 45 CFR Chapter XIII.
- K.** HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007.
- L.** HCHSP will complete, maintain, and review Head Start child files for eligibility criteria requirement.
- M.** 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.
- N.** HCHSP will provide ISD with written copies of site visit reports required for corrective action as appropriate.
- O.** HCHSP will provide ongoing training and technical assistance as needed in all areas of the program.
- P.** HCHSP will provide meals to all collaboration children, as per USDA/Child and Adult Nutrition Program guidelines for all collaboration children on ISD campuses. HCHSP and ISD staff will eat breakfast and lunch with the children (family style service), unless ISD staff have a conference period during mealtimes. Head Start funds will be used to pay for ISD and HCHSP adult meals monthly upon verification of meal consumption.
- Q.** HCHSP will indemnify and hold harmless ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage or 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 or for negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity or defense. HCHSP's obligations under this Section include defense costs, reasonable attorneys' fees, expert fees, and court costs, and shall survive termination or expiration of this MOU.

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 a qualified substitute for ISD teachers. If ISD is unable to acquire a qualified substitute, HCHSP will provide the substitute, and ISD will reimburse HCHSP for those substitutes.
- C.** The ISD teacher is considered a Non-Federal Match for HCHSP. Other staff such as administrative staff and additional teaching staff (music, library, and art) are 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 email accounts and internet access to all collaboration HCHSP staff, as applicable.
- E.** ISD will provide office space for the Campus Director and Social Workers/Family Services Workers and provide a prep-kitchen for collaboration classrooms in ISD facilities.
- F.** ISD will provide transportation to eligible four (4) year-old children and their three (3) year-old siblings for collaboration classrooms.
- 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 for 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 and HCHSP requirements on criminal background checks to ensure that employees, substitutes, or contractors do not have a criminal background that would invalidate their acceptability for employment, including the fingerprint-based criminal history record information requirements of Texas Education Code §§ 22.0834, 22.083, and 22.085.
- K.** ISD will complete annually and prior to the first day of school, the ISD Personnel File Requirements forms to serve as the Head Start Personnel File as required by HCHSP regulations.
- L.** ISD will maintain child and family data, which contains personal and confidential information, within a secure area accessible to collaboration staff.
- M.** [Reserved. Subcontracting and assignment are addressed in the NON-ASSIGNMENT AND SUBCONTRACTING section below.]

- N. ISD will hold harmless HCHSP, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage or injury, including disbursements that 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 for negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity or defense. Nothing in this MOU shall be construed as a waiver by ISD of any governmental, sovereign, or official immunity, defense, or limitation on liability available to ISD under Chapter 101 of the Texas Civil Practice and Remedies Code (the Texas Tort Claims Act) or other applicable law. ISD's liability, if any, shall be limited to the maximum extent provided under the Texas Tort Claims Act.
- 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 and outdoor learning 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, are assigned at a fair-market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations are considered by HCHSP for Non-Federal Share Match.
- Q. On a periodic basis, HCHSP and/or its contractors will be given access to perform a certified-appraisal of ISD space used 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 maintain reciprocal progress communications 60, 90 and 120 days from date of referral.
- S. ISD will provide appropriate substitute staff in collaboration classes for the ISD teacher. In the event ISD is unable to acquire a state childcare qualified substitute, HCHSP will secure a substitute, and ISD will reimburse HCHSP for the substitute.
- 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 in ISD facilities to include playground and hallways that are used by collaboration. Video surveillance recordings constituting student education records under FERPA shall be handled by both parties in accordance with FERPA, including limitations on access, redisclosure, and retention; the parties shall jointly establish written protocols for camera placement, access controls, recording retention, and parental notice prior to activation of any camera.
- V. ISD staff will be considered in the TX CLL for child-to-staff ratio.
- W. ISD will provide toilet changing tables and space in ISD facilities for those children who need support.

CLASS COMPOSITION:

- A. Each collaboration classroom will enroll only HCHSP and ISD children.
- B. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- C. Both parties will be responsible for recruiting and support full enrollment of qualifying students at collaboration of ISD and HCHSP campuses.
- D. Ten (10) percent of student slots will be available for children with special needs as per §1302.14(b)(1).

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%) or above the federal poverty guidelines.
- D. Families' income is verified by HCHSP employees, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program.
- E. HCHSP will assist with ISD with obtaining annual eligibility updates from collaboration of children and families as required by state and local entities. ISD will publicize PreK through public notices in English and Spanish in accordance with the Texas Education Code § 29.153(e).

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 Head Start eligible families within the service area.
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment.

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.
- 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 for children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide joint a PreK and Head Start registration process.
- B. ISD and HCHSP will ensure that only collaboration of children will be enrolled in identified partnership classrooms.
- C. Full enrollment shall be maintained at all times, and each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- D. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal.
- E. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year.
- F. 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.
- G. 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 PreK enrollment year (if applicable).
- H. ISD will provide PreK enrollment to HCHSP eligible children.

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 ISD 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 an 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.

- 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:
 - 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 support needed.
 - c. Providing services that include home visits.
- E. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities) 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 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.
- D. If a child does not have an IEP, HCHSP must collaborate, with 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.
- B. ISD may require standardized dress for students. However, no child will be disallowed from participation due to lack of standardized dress. ISD will provide standardized dress if the family is unable to purchase it.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. All classroom may participate in library, computer, music, and P.E. classes as per scheduling.
- B. ISD will secure a substitute teacher in the event that the ISD teacher is absent from duty.
- C. HCHSP will secure a substitute in the event that the HCHSP TA is absent from duty.
- D. ISD Principal or designee will serve as supervisor and evaluator for ISD PreK teacher as well as serve as a joint supervisor and evaluator for the HCHSP TA assistant, as applicable.
- E. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP TA as well as serve as joint supervisor and evaluator for the ISD PreK teacher, as applicable.
- F. ISD Principal or designee and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP 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 PreK Guidelines.
- B. ISD will provide the curriculum that is research and evidence based and TEA approved. ISD and HCHSP will collaborate in the decision-making process of selection of partnership PreK curriculum.
- C. ISD and HCHSP will mutually provide the developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classrooms.
- D. If 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 §1302.32(a)(ii)(b).
- E. ISD teachers will co-plan with their HCHSP TAs on a weekly basis to coordinate theme-based, and hands-on developmentally appropriate instructional activities.
- F. In accordance with ELOF, ISD and HCHSP 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.
- G. ISD and HCHSP will implement a school program for dual language learners and must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. HCHSP will follow the ISD approved school calendar and daily schedule.
- B. ISD and HCHSP will provide educational services at ISD campuses in accordance with regular school campus hours.

- C. ISD and HCHSP will provide a thirty (30) minute duty-free lunch and minimum of forty-five (45) minutes for planning for teachers in accordance with Texas Education Code § 21.405.
- D. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start staff before the first day of the program year.

Professional Development

- A. HCHSP TAs will participate in appropriate ISD professional development during the program year that includes ISD teachers.
- B. ISD teachers will participate in appropriate HCHSP professional development during the program year that includes HCHSP teachers.
- C. All ISD teaching staff, including substitutes, will be trained annually on Texas Child Care Licensing (CCL) 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 year.
- D. HCHSP requires all classrooms to be assessed using the Teachstone CLASS tool two (2) times annually and used to inform coaching strategies.
- E. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the Teachstone 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 up to the 3rd grade for all children previously enrolled in Head Start, de-identified and in total and in aggregate.
- C. HCHSP and ISD will comply with the Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) with respect to all provided data.
- D. HCHSP & ISD will designate the other party as a "school official" with a "legitimate educational interest" for the purpose of FERPA. Educational data may not be shared with third parties that have not been designated as "school officials" or otherwise authorized by parent.

- E. The responsibilities and commitments of each Party, as they relate to data sharing, are 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:

- A. HCHSP and ISD will ensure that facilities meet state CCL regulations in their respective facilities.
- B. HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in their respective classrooms.
- C. HCHSP and ISD will provide outdoor learning environments and equipment in their respective facilities that meet State CCL regulations.
- D. HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Social Workers/Family Services Workers will provide referral and family engagement services to all families participating in the collaboration.
- B. HCHSP Social Workers/Family Services Workers 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 all families participating in the collaboration to attend 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. ISD and HCHSP will maintain ongoing communication with all families.
- F. ISD and HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. The HCHSP Child Nutrition Services Department will generate and track referrals for any HCHSP child with documentation concerning height and /or weight.
- B. The HCHSP Health Services Department will generate and track referrals for any HCHSP child to meet any treatment needs associated with health.
- C. The HCHSP Mental Health/Disability Department will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concerns, or developmental delays.

D. The HCHSP Counselor or Coordinator will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

If funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this contract shall terminate without penalty to either party. Each party's performance of any payment obligation under this MOU is subject to the availability of currently appropriated funds, and no party shall be obligated to expend funds not so appropriated. Neither party may incur any liability beyond appropriations or available funds for the then-current fiscal year. 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 for convenience upon one hundred eighty (180) days' written notice to the other party. In addition, either party may terminate this MOU immediately upon written notice for material breach by the other party that is not cured within fifteen (15) days after written notice of the breach. This MOU may also be terminated at any time upon mutual written agreement of both parties. The provisions of the indemnification, FERPA, HIPAA, confidentiality, records retention, and governmental immunity sections shall survive termination or expiration of this MOU.

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. No oral modifications shall be effective.

INDEPENDENT CONTRACTORS:

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. No joint employer relationship is created by this MOU. Each party's employees, agents, and contractors shall remain solely the employees, agents, and contractors of that party for all purposes, including workers' compensation, unemployment, payroll taxes, retirement, and benefits.

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 by operation of 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 parties and shall not be transferred or assigned without the express prior written approval of 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, or other legally protected category. Each party shall comply with all applicable federal, state, and local laws prohibiting discrimination, including Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Age Discrimination in Employment Act, and the Genetic Information Nondiscrimination Act.

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 is 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 exclusively 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 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, strikes, pandemic, epidemic, public health emergency, government order or restriction, fire, flood, earthquake, terrorism, and natural disasters. The party affected by a force majeure event shall provide prompt written notice to the other party. If a force majeure event continues for more than ninety (90) days, either party may terminate this MOU upon written notice.

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 minor administrative matters not affecting the material rights or obligations of either party. The MCISD School Board and the Hidalgo County Commissioners Court hereby authorize the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments, and number of student enrollment by campus as they deem necessary to effectuate this Memorandum of Understanding. Any modification involving transfer or assignment of facilities, indemnification, financial commitments, term, or other material terms shall require approval of the MCISD Board of Trustees and the Hidalgo County Commissioners Court.

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 MCISD:

Mission Consolidated Independent School District
c/o Dr. Cris King, Superintendent of Schools
1201 Bryce Drive
Mission, TX 78572

(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 MCISD 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. Cris King, Mission CISD Superintendent of Schools	Date

Hidalgo County Head Start Program

_____	_____
Honorable Richard Cortez Hidalgo County Judge	Date

_____	_____
Irma E. Peña, Executive Director Hidalgo Head Start Program	Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, P.C.
DBA, Oxford & González
By: _____
Ricardo González



Independent School District

**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 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, 2026, to June 30, 2031.**

PURPOSE:

The Purpose of the HCHSP and ISD 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 PreK 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.
- E. Coordinate resources and information including data, child assessments, financial resources, equipment, and other educational support.

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, 1431 et. 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 Head Start Program Performance Standards: 45 CFR Chapter XIII, Sections in parts §1301, §1302, §1303, §1304, and §1305; and all Head Start Program Instructions and Head Start Memorandums.

- D. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded PreK programs are to implement high-quality PreK consistent with the High-Quality PreK program requirements in **Texas Education Code (TEC)** §29.167 – 29.171 and consistent with the provisions of TEC Chapters 41 and 42.
- E. 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 include 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 PreK program approach and high-quality learning environments in which the 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. The teachers will collaboratively make instructional decisions as a team and share the responsibility of student outcomes in a manner consistent with **the Family Educational Rights and Privacy Act (FERPA)**.
- J. Sharing educational data through at least third 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 PreK services for age and income eligible PreK 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 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 prohibitive 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 is provided for employment records.
- P. ISD and HCHSP leadership will schedule and convene two (2) 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 that HCHSP staff will complete two (2) home visits per HCHSP requirements.

- R. HSCHP will provide an HCHSP employee or trained volunteer to provide a duty-free, thirty (30) minute lunch break for the ISD teacher for collaboration classrooms on ISD campuses.
- S. ISD and HCHSP will remain in compliance with all local, state, and federal rules, regulations, and requirements. If either party does not meet compliance, the other party may terminate this agreement immediately should the findings impact on the provisions.
- T. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- U. The teacher of record will submit weekly lesson plans to the HCHSP Campus Director and the ISD principal.
- V. ISD teachers and other staff working directly with children 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.
- W. HCHSP teachers and TAs and other staff working directly with children will maintain a staff file which meets all TEA regulations at ISD campuses.
- X. A minimum of two (2) home visits (in a child's home) will be conducted by HCHSP staff with all collaboration families. ISD staff will be encouraged to participate in all home visits.
- Y. A minimum of two (2) parent conferences will be conducted by ISD teachers of record with all collaboration families. HCHSP TAs will be encouraged to participate in all parent conferences.
- Z. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

Children's Learning Institute (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.
- C. Both parties will share only dually enrolled students in collaboration classrooms.
- 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 access to view student-level data
- F. HCHSP/ISD Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - a. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - b. School/HCHSP Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - c. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- G. The parties will establish which party will upload student-level data into CLI Engage.
- 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 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) Campus Director to provide overall supervision of HCHSP operations and federal and state regulations, including supervision of staff, and will work with the ISD principal to ensure all ISD regulations are adhered to.
- B. HCHSP will provide one (1) certified ISD 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.
- C. 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) ISD teacher for every collaboration classroom.
- D. HCHSP will provide one (1) Disability Aide/Floater for every two (2) classrooms to support the required TEA conference period for the teachers of record and aid classrooms with children with disabilities or children with challenging behaviors.
- E. HCHSP will provide one (1) Social Worker/Family Services Worker for every two (2) classrooms to conduct case management and support for families.
- F. HCHSP will provide custodians responsible for the cleaning of HCHSP classrooms and implement meal prep for all classrooms.
- G. HCHSP will ensure vacancies for Head Start staff are filled by HCHSP as soon as possible.
- H. HCHSP will provide substitutes for Head Start teachers and TAs. HCHSP uses “Frontline®” software to manage substitutes.
- I. HCHSP will provide transportation to eligible collaboration three-year-old children only. HCHSP transportation has limited slots, therefore ISD will provide transportation to four-year-old children.
- J. 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 related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. HCHSP and ISD must comply with all laws, ordinances, rules, and regulations of any government entity pertaining to its performance pursuant to this Agreement.
- K. 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, and if such claim or audit is started before the expiration date of the three (3) year period.
- L. HCHSP will provide children and family support services as per 45 CFR Chapter XIII.
- M. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007.
- N. HCHSP will complete, maintain, and review Head Start child files for eligibility criteria requirement.
- O. 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.
- P. HCHSP will provide ISD with written copies of site visit reports required for corrective action as appropriate.
- Q. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program.
- I. HCHSP will provide meals to all collaboration children, as per USDA/Child and Adult Nutrition Program guidelines for all collaboration children on ISD campuses. HCHSP and ISD staff will eat breakfast and lunch with the children (family style service), unless ISD staff have a conference period during mealtimes. Head Start funds will be used to pay for ISD and HCHSP adult meals monthly upon verification of meal consumption.
- J. 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 certified ISD teachers of record to be paired with HCHSP Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed teaching assistant (TA) for all collaboration classrooms.
- B. ISD will provide teacher assistants (TA) Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed to be paired with ISD teachers for every collaboration classroom.
- C. ISD will provide a qualified substitute for ISD teachers and ISD TA. If ISD is unable to acquire a qualified substitute, HCHSP will provide the substitute, and ISD will reimburse HCHSP for those substitutes.
- D. The ISD teacher and TA are considered a Non-Federal Match for HCHSP. Other staff such as administrative staff and additional teaching staff (music, library, and art) are 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. ISD will provide email accounts and internet access to all collaboration HCHSP staff, as applicable.
- F. ISD will provide office space for the Campus Director and Social Workers/Family Services Workers and provide a prep-kitchen for collaboration classrooms in ISD facilities.
- G. ISD will provide transportation to eligible four (4) year-old children and their three (3) year-old siblings for collaboration classrooms.
- 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. 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 for 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 and HCHSP requirements on criminal background checks to ensure that employees, substitutes, or contractors do not have a criminal background 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 forms to serve as the Head Start Personnel File as required by HCHSP regulations.
- M. ISD will maintain child and family data, which contains personal and confidential information, within a secure 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. ISD will provide, at no cost to HCHSP, classroom and outdoor learning 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, are assigned at a fair-market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations are considered by HCHSP for Non-Federal Share Match.
- R. On a periodic basis, HCHSP and/or its contractors will be given access to perform a certified-appraisal of ISD space used 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 maintain reciprocal progress communications 60, 90 and 120 days from date of referral.
- T. ISD will provide appropriate substitute staff in collaboration classes for the ISD teacher and ISD TA. In the event ISD is unable to acquire a state childcare qualified substitute, HCHSP will secure a substitute, and ISD will reimburse HCHSP for the substitute.
- 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. 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 in ISD facilities to include playground and hallways that are used by collaboration.
- W. ISD staff will be considered in the TX CLL for child-to-staff ratio.
- X. ISD will provide toilet changing tables and space in ISD facilities for those children who need support.

CLASS COMPOSITION:

- A. Each collaboration classroom will enroll **only** HCHSP and ISD children.
- B. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- C. Both parties will be responsible for recruiting and support full enrollment of qualifying students at collaboration of ISD and HCHSP campuses.
- D. Ten (10) percent of student slots will be available for children with special needs as per §1302.14(b)(1).

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%) or above the federal poverty guidelines.
- D. Families' income is verified by HCHSP employees, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program.
- E. HCHSP will assist with ISD with obtaining annual eligibility updates from collaboration of children and families as required by state and local entities. ISD will publicize PreK 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 Head Start eligible families within the service area.
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment.

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.
- 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 for children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide joint a PreK and Head Start registration process.
- B. ISD and HCHSP will ensure that only collaboration of children will be enrolled in identified partnership classrooms.
- C. Full enrollment shall be maintained at all times, and each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- D. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal.
- E. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year.
- F. 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.
- G. 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 PreK enrollment year (if applicable).
- H. ISD will provide PreK enrollment to HCHSP eligible children.

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 ISD 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 an 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.
- 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:
 - 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 support needed.
 - c. Providing services that include home visits.
- E. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities) 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 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.

- D. If a child does not have an IEP, HCHSP must collaborate, with 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.
- B. ISD may require standardized dress for students. However, no child will be disallowed from participation due to lack of standardized dress. ISD will provide standardized dress if the family is unable to purchase it.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. All classroom may participate in library, computer, music, and P.E. classes as per scheduling.
- B. ISD will secure a substitute teacher in the event that the ISD teacher is absent from duty.
- C. HCHSP will secure a substitute in the event that the HCHSP TA is absent from duty.
- D. ISD Principal or designee will serve as supervisor and evaluator for ISD PreK teacher as well as serve as a joint supervisor and evaluator for the HCHSP TA assistant, as applicable.
- E. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP TA as well as serve as joint supervisor and evaluator for the ISD PreK teacher, as applicable.
- F. ISD Principal or designee and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP 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 PreK Guidelines.
- B. ISD will provide the curriculum that is research and evidence based and TEA approved. ISD and HCHSP will collaborate in the decision-making process of selection of partnership PreK curriculum.
- C. ISD and HCHSP will mutually provide the developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classrooms.
- D. If 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 §1302.32(a)(ii)(b).
- E. ISD teachers will co-plan with their HCHSP TAs on a weekly basis to coordinate theme-based, and hands-on developmentally appropriate instructional activities.
- F. In accordance with ELOF, ISD and HCHSP 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.
- G. ISD and HCHSP will implement a school program for dual language learners and must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. HCHSP will follow the ISD approved school calendar and daily schedule.

- B. ISD and HCHSP will provide educational services at ISD campuses in accordance with regular school campus hours.
- C. ISD and HCHSP will provide a thirty (30) minute duty-free lunch and minimum of forty-five (45) minutes for planning for teachers in accordance with TEA Code Section 21.405.
- D. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start staff before the first day of the program year.

Professional Development

- A. HCHSP TAs will participate in appropriate ISD professional development during the program year that includes ISD teachers.
- B. ISD teachers will participate in appropriate HCHSP professional development during the program year that includes HCHSP teachers.
- C. All ISD teaching staff, including substitutes, will be trained annually on Texas Child Care Licensing (CCL) 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 year.
- D. HCHSP requires all classrooms to be assessed using the Teachstone CLASS tool two (2) times annually and used to inform coaching strategies.
- E. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the Teachstone 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 up to the 3rd grade for all children previously enrolled in Head Start, de-identified and in total and in aggregate.
- C. HCHSP and ISD will comply with the Health Insurance Portability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) with respect to all provided data.
- D. HCHSP & ISD will designate 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 "educational officials" or otherwise authorized by parent.
- E. The responsibilities and commitments of each Party, as they relate to data sharing, are 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:

- A. HCHSP and ISD will ensure that facilities meet state CCL regulations in their respective facilities.
- B. HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in their respective classrooms.

- C. HCHSP and ISD will provide outdoor learning environments and equipment in their respective facilities that meet State CCL regulations.
- D. HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Social Workers/Family Services Workers will provide referral and family engagement services to all families participating in the collaboration.
- B. HCHSP Social Workers/Family Services Workers 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 all families participating in the collaboration to attend 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. ISD and HCHSP will maintain ongoing communication with all families.
- F. ISD and HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. The HCHSP Child Nutrition Services Department will generate and track referrals for any HCHSP child with documentation concerning height and /or weight.
- B. The HCHSP Health Services Department will generate and track referrals for any HCHSP child to meet any treatment needs associated with health.
- C. The HCHSP Mental Health/Disability Department will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concerns, or developmental delays.
- D. The HCHSP Counselor or Coordinator will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

If 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 both 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:

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 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 shall not be transferred or assigned without the express prior written approval of ISD and HCHSP.

NON-DISCRIMINATION:

Each party certifies that it is an equal opportunity for employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, 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 is 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 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 each party. The MAISD School Board and the Hidalgo County Commissioners Court hereby authorize the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments, enrollment numbers and assignment of campuses 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 MAISD:

Monte Alto Independent School District
c/o Mr. Rashad Rana, 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 MAISD 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

Mr. Rashad Rana, Monte Alto ISD
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Date

Irma E. Peña, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, DBA, Oxford & González
By: _____
Ricardo González



Independent School District

**Memorandum of Understanding between
Hidalgo County Head Start Program
and
Pharr-San Juan-Alamo 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 Pharr-San Juan-Alamo 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, 2026, to June 30, 2023.

PURPOSE:

The Purpose of the HCHSP and ISD 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 PreK 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.
- E. Coordinate resources and information including data, child assessments, financial resources, equipment, and other educational support.

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, 1431 et. 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 Head Start Program Performance Standards: 45 CFR Chapter XIII, Sections in parts §1301, §1302, §1303, §1304, and §1305; and all Head Start Program Instructions and Head Start Memorandums.

- D. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded PreK programs are to implement high-quality PreK consistent with the High-Quality PreK program requirements in **Texas Education Code (TEC)** §29.167 – 29.171 and consistent with the provisions of TEC Chapters 41 and 42.
- E. 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 include 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 PreK program approach and high-quality learning environments in which the 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. The teachers will collaboratively make instructional decisions as a team and share the responsibility of student outcomes in a manner consistent with the Family Educational Rights and Privacy Act (FERPA).
- J. Sharing educational data through at least third 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 PreK services for age and income eligible PreK 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 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 prohibitive 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 is provided for employment records.
- P. ISD and HCHSP leadership will schedule and convene two (2) 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 that HCHSP staff will complete two (2) home visits per HCHSP requirements.

- R. HSCHP will provide an HCHSP employee or trained volunteer to provide a duty-free, thirty (30) minute lunch break for the ISD teacher for collaboration classrooms on ISD campuses.
- S. ISD and HCHSP will remain in compliance with all local, state, and federal rules, regulations, and requirements. If either party does not meet compliance, the other party may terminate this agreement immediately should the findings impact on the provisions.
- T. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- U. The teacher of record will submit weekly lesson plans to the HCHSP Campus Director and the ISD designee.
- V. ISD teachers and other staff working directly with children 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.
- W. HCHSP teachers and TAs and other staff working directly with children will maintain a staff file which meets all TEA regulations at ISD campuses.
- X. A minimum of two (2) home visits (in a child's home) will be conducted by HCHSP staff with all collaboration families. ISD staff will be encouraged to participate in all home visits.
- Y. A minimum of two (2) parent conferences will be conducted by ISD teachers of record with all collaboration families. HCHSP TAs will be encouraged to participate in all parent conferences.
- Z. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

Children's Learning Institute (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.
- C. Both parties will share only dually enrolled students in collaboration classrooms.
- 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 access to view student-level data
- F. HCHSP/ISD Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 - a. Designee/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - b. School/HCHSP Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 - c. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- G. The parties will establish which party will upload student-level data into CLI Engage.
- 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 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) Campus Director to provide overall supervision of HCHSP operations and federal and state regulations, including supervision of staff, and will work with the ISD designee to ensure all ISD regulations are adhered to.
- B. HCHSP will provide teacher assistants (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed to be paired with ISD teachers of record for every collaboration classroom.
- C. HCHSP will provide one (1) Disability Aide/Floater for every two (2) classrooms to support the required TEA conference period for the teachers of record and aid classrooms with children with disabilities or children with challenging behaviors.
- D. HCHSP will provide one (1) Social Worker/Family Services Worker for every two (2) classrooms to conduct case management and support for families.
- E. HCHSP will provide custodians responsible for the cleaning of HCHSP collaboration classrooms and implement meal prep for all collaboration classrooms.
- F. HCHSP will ensure vacancies for Head Start staff are filled by HCHSP as soon as possible.
- G. HCHSP will provide substitutes for Head Start teachers and TAs. HCHSP uses “Frontline®” software to manage substitutes.
- H. 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 related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. HCHSP and ISD must comply with all laws, ordinances, rules, and regulations of any government entity pertaining to its performance pursuant to this Agreement.
- I. 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, and if such claim or audit is started before the expiration date of the three (3) year period.
- J. HCHSP will provide children and family support services as per 45 CFR Chapter XIII.
- K. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007.
- L. HCHSP will complete, maintain, and review Head Start child files for eligibility criteria requirement.
- M. 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.
- N. HCHSP will provide ISD with written copies of site visit reports required for corrective action as appropriate.
- O. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program.
- I. HCHSP will provide meals to all collaboration children, as per USDA/Child and Adult Nutrition Program guidelines for all collaboration children on ISD campuses. HCHSP and ISD staff will eat breakfast and lunch with the children (family style service), unless ISD staff have a conference period during mealtimes. Head Start funds will be used to pay for ISD and HCHSP adult meals monthly upon verification of meal consumption.
- J. 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 TEA certified ISD teachers of record to be paired with HCHSP teaching assistants (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed for all collaboration classrooms.
- B. ISD will provide a qualified substitute for ISD teachers If ISD is unable to acquire a qualified substitute, HCHSP will provide the substitute, and ISD will reimburse HCHSP for those substitutes.
- C. ISD teachers are considered a Non-Federal Match for HCHSP. Other staff such as administrative staff and additional teaching staff (music, library, and art) are 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 email accounts and internet access to all collaboration HCHSP staff, as applicable.
- E. ISD will provide office space for the Campus Director and Social Workers/Family Services Workers and provide a prep-kitchen for collaboration classrooms in ISD facilities.
- F. 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.
- G. 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.
- H. 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 for 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.
- I. ISD will comply with TEA and HCHSP requirements on criminal background checks to ensure that employees, substitutes, or contractors do not have a criminal background that would invalidate their acceptability for employment.
- J. ISD will complete annually and prior to the first day of school, the ISD Personnel File Requirements forms to serve as the Head Start Personnel File as required by HCHSP regulations.
- K. ISD will maintain child and family data, which contains personal and confidential information, within a secure area accessible to collaboration staff.
- L. ISD will not assist, transfer, or subcontract for the provision of services under this Agreement prior to written consent obtained from HCHSP.
- M. 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.
- N. 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.
- O. ISD will provide, at no cost to HCHSP, classroom and outdoor learning 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, are assigned at a fair-market value

(building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations are considered by HCHSP for Non-Federal Share Match.

- P. On a periodic basis, HCHSP and/or its contractors will be given access to perform a certified-appraisal of ISD space used in the collaboration.
- Q. ISD will receive all evidence-based referrals from HCHSP to Local Education Agency (LEA) for part B or related services and maintain reciprocal progress communications 60, 90 and 120 days from date of referral.
- R. ISD will provide appropriate substitute staff in collaboration classes for the ISD teacher and ISD TA. In the event ISD is unable to acquire a state childcare qualified substitute, HCHSP will secure a substitute, and ISD will reimburse HCHSP for the substitute.
- S. 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.
- T. 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 in ISD facilities to include playground and hallways that are used by collaboration.
- U. ISD staff will be considered in the TX CLL for child-to-staff ratio.
- V. ISD will provide toilet changing tables and space in ISD facilities for those children who need support.

CLASS COMPOSITION:

- A. Each collaboration classroom will enroll **only** HCHSP and ISD children.
- B. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- C. Both parties will be responsible for recruiting and support full enrollment of qualifying students at collaboration of ISD and HCHSP campuses.
- D. Ten (10) percent of student slots will be available for children with special needs as per §1302.14(b)(1).

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%) or above the federal poverty guidelines.
- D. Families' income is verified by HCHSP employees, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program.
- E. HCHSP will assist with ISD with obtaining annual eligibility updates from collaboration of children and families as required by state and local entities. ISD will publicize PreK 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 Head Start eligible families within the service area.
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment.

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.
- 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 for children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and HCHSP will coordinate to provide a joint PreK and Head Start registration process.
- B. ISD and HCHSP will ensure that only collaboration of children will be enrolled in identified partnership classrooms.
- C. Full enrollment shall be maintained at all times, and each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- D. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal.
- E. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year.
- F. 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.
- G. 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 PreK enrollment year (if applicable).
- H. ISD will provide PreK enrollment to HCHSP eligible children.

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 ISD 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 an 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.
- 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:
 - 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 support needed.
 - c. Providing services that include home visits.
- E. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities) 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 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.
- D. If a child does not have an IEP, HCHSP must collaborate, with 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.
- B. ISD may require standardized dress for students. However, no child will be disallowed from participation due to lack of standardized dress. ISD will provide standardized dress if the family is unable to purchase it.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. All classrooms may participate in library, computer, music, and P.E. classes as per scheduling.
- B. ISD will secure a substitute teacher in the event that the ISD teacher is absent from duty.
- C. HCHSP will secure a substitute in the event that the HCHSP TA is absent from duty.
- D. ISD Designee will serve as supervisor and evaluator for ISD PreK teacher as well as serve as a joint supervisor and evaluator for the HCHSP TA assistant, as applicable.
- E. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP TAs as well as serve as joint supervisor and evaluator for the ISD staff, as applicable.
- F. ISD Designee and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and HCHSP 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 PreK Guidelines.
- B. ISD will provide the curriculum that is research and evidence based and TEA approved. ISD and HCHSP will collaborate in the decision-making process of selection of partnership PreK curriculum.
- C. ISD and HCHSP will mutually provide the developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classrooms.
- D. If 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 §1302.32(a)(ii)(b).
- E. ISD teachers will co-plan with their TAs on a weekly basis to coordinate theme-based and hands-on developmentally appropriate instructional activities.
- F. In accordance with ELOF, ISD and HCHSP 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.
- G. ISD and HCHSP will implement a school program for dual language learners and must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. HCHSP will follow the ISD approved school calendar and daily schedule.
- B. ISD and HCHSP will provide educational services at ISD campuses in accordance with regular school campus hours.
- C. ISD and HCHSP will provide a forty-five (45) minute duty-free lunch and minimum of forty-five (45) minutes for planning for teachers in accordance with TEA Code Section 21.405.
- D. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start staff before the first day of the program year.

Professional Development

- A. HCHSP TAs will participate in appropriate ISD professional development during the program year that includes ISD teachers.
- B. ISD teachers will participate in appropriate HCHSP professional development during the program year that includes HCHSP teachers.
- C. All ISD teaching staff, including substitutes, will be trained annually on Texas Child Care Licensing (CCL) 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 year.
- D. HCHSP requires all classrooms to be assessed using the Teachstone CLASS tool two (2) times annually and used to inform coaching strategies.
- E. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the Teachstone 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 up to the 3rd grade for all children previously enrolled in Head Start, de-identified and in total and in aggregate.
- C. HCHSP and ISD will comply with the Health Insurance Portability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) with respect to all provided data.
- D. HCHSP & ISD will designate 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 "educational officials" or otherwise authorized by parent.
- E. The responsibilities and commitments of each Party, as they relate to data sharing, are 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:

- A. HCHSP and ISD will ensure that facilities meet state CCL regulations in their respective facilities.
- B. HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in their respective classrooms.
- C. HCHSP and ISD will provide outdoor learning environments and equipment in their respective facilities that meet State CCL regulations.
- D. HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Social Workers/Family Services Workers will provide referral and family engagement services to all families participating in the collaboration.
- B. HCHSP Social Workers/Family Services Workers 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 all families participating in the collaboration to attend 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. ISD and HCHSP will maintain ongoing communication with all families.
- F. ISD and HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. The HCHSP Child Nutrition Services Department will generate and track referrals for any HCHSP child with documentation concerning height and /or weight.
- B. The HCHSP Health Services Department will generate and track referrals for any HCHSP child to meet any treatment needs associated with health.
- C. The HCHSP Mental Health/Disability Department will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concerns, or developmental delays.
- D. The HCHSP Counselor or Coordinator will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

If funding no longer exists or is insufficient to pay the charges for services obtained here under, 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 both 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:

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 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 shall not be transferred or assigned without the express prior written approval of ISD and HCHSP.

NON-DISCRIMINATION:

Each party certifies that it is an equal opportunity for an employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, 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 is 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 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 each party. The PSJA-ISD School Board and the Hidalgo County Commissioners' Court hereby authorize the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments, enrollment numbers and assignment of campuses 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 PSJA Independent School District:

Pharr-San Juan-Alamo Consolidated Independent School District
c/o Dr. Alejandro Elias, Superintendent of Schools
601 E. Kelly Ave
Pharr, TX 78577

(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 Hidalgo County Commissioners' Court and the PSJA-ISD 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.

Pharr-San Juan-Alamo Independent School District

Dr. Alejandro Elias, PSJA-ISD
Superintendent of Schools

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Date

Irma E. Peña, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, DBA, Oxford & González
By: _____
Ricardo González



Vanguard Academy

**Memorandum of Understanding between
Hidalgo County Head Start Program
And
Vanguard Academy**

PARTIES TO THE MOU:

This memorandum of understanding (MOU) represents a collaborative agreement between The County of Hidalgo, Texas doing business as Hidalgo County Head Start Program, herein referred to as **HCHSP**, and Vanguard Academy doing business as Vanguard Academy (a Texas non-profit corporation exempt from Federal taxation pursuant to Section 501(c)(3) of the U.S. Internal Revenue Code that operates an open-enrollment charter school under a Contract for Subchapter D Open-Enrollment Charter with the Texas Education Agency (TEA) in accordance with Subchapter D, Chapter 12 of the Texas Education Code, herein referred to as **VANGUARD**) for services. Collectively, HCHSP and VANGUARD shall be referred to hereinafter as “the Parties.”

PERIOD OF MOU:

The MOU period will be from **July 1, 2026, to June 30, 2031.**

PURPOSE:

The Purpose of the HCHSP and VANGUARD 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 Vanguard.
- B. Co-deliver Head Start and prekindergarten (PreK) for three-year (PreK-3) and four-year (PreK-4) old children seamlessly with supportive child and family services at the Palmview Head Start Academy campus located at 618 N. Breyfogle Road in Palmview, Texas.
- 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 as of September 2 of each calendar year and their families by ensuring that all children in the service area have access to high-quality education and comprehensive services.
- E. Coordinate resources and information including data, child assessments, financial resources, equipment, and other educational supports in manner conforming with applicable law.

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), 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.), programs under Section 619 of Part B and Part C of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1419, 1431 et. 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 Head Start Program Performance Standards adopted under 45 CFR Chapter XIII, Subchapter B, Head Start Program Instructions, and Head Start Information Memoranda, Head Start will govern and operate the in an efficient, effective, and fiscally prudent manner.
- D. State-funded PreK programs are to implement a High-Quality PreK Program consistent with the legal requirements in Subchapter E-1, **Texas Education Code** (TEC) and consistent with the provisions of TEC Chapter 48.
- E. Collaboration classrooms must comply with the High-Quality PreK Program Requirements and meet or exceed all local ordinance, code, permitting, or other local legal requirements for use as a public school facility for students in grades PreK-3 and Prek-4, including the school safety requirements promulgated under TEC §48.160 and Texas Administrative Code, Title 19 (19 TAC), §61.1031 and will additionally conform with **Texas Child Care Licensing** (CCL) standards, rules and laws, expression, age, or disability to the degree that the CCL requirements exceed public school facility requirements.

COLLABORATION FRAMEWORK:

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

- A. Educational activities include 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 in accordance with applicable law.
- H. Disabilities services referrals and further assessments in accordance with TEC Chapter 29, Subchapter A and IDEA.
- I. Alignment of curriculum with activities and objectives that support a blended Head Start and PreK program approach and high-quality learning environments in which the 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. The teachers will collaboratively make instructional decisions as a team and share the responsibility of student outcomes in a manner consistent with **Family Educational Rights and Privacy Act** (FERPA).
- J. Sharing documentation to support HCHSP Non-Federal Match requirements.
- K. The Parties will coordinate to provide collaborative Head Start and PreK services for age and income eligible PreK children and their families for a minimum of 420 minutes per day for not less than 75,600 minutes of operation annually in accordance with TEC §25.081(a).
- L. VANGUARD 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 VANGUARD that are related to this MOU for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. VANGUARD will comply with all laws, ordinances, rules, and regulations of any government entity pertaining to its performance pursuant to this MOU.
- M. VANGUARD 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 prohibitive for individuals who are directly engaged in the performance of work pursuant to this MOU.
- N. VANGUARD agrees to ensure attendance of VANGUARD staff to pertinent collaboration meetings and professional development (PD) as required or mandated and appropriate proof of attendance shall be maintained in VANGUARD's employment records.

- O. VANGUARD and HCHSP leadership will schedule and convene two (2) 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.
- P. VANGUARD agrees to ensure that each VANGUARD teacher of record completes two (2) parent conferences and two (2) home visits per HCHSP requirements.
- Q. HCHSP will provide an HCHSP employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the VANGUARD teacher and teacher assistant (TA) for collaboration classrooms on HCHSP campuses.
- R. VANGUARD and HCHSP will remain in compliance with all local, state, and federal rules, regulations, and requirements. If either party does not comply with applicable legal requirements, the other party may terminate this MOU immediately should the findings result in adverse consequence to the party under the MOU.
- S. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and VANGUARD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- T. The teacher of record will submit weekly lesson plans to the HCHSP Campus Director and the VANGUARD principal.
- U. VANGUARD teachers and TAs will maintain a staff file which meets all HSPPS and/or Child Care Licensing Minimum Standards.
- V. HCHSP teachers and TAs will maintain a staff file which meets all TEA regulations.
- W. HCHSP teachers, TAs, and other staff shall undergo a criminal history record review in accordance with TEC Chapter 22, Subchapter C.
- X. A minimum of two (2) home visits (in child's home) will be conducted by the teacher of record with all participating families. TAs will be encouraged to participate on all home visits.
- Y. A minimum of two (2) parent conferences will be conducted by the teacher of record with all participating families. TAs will be encouraged to participate on all parent conferences.
- Z. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

Children's Learning Institute (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.
- C. Both parties will share only dually-enrolled students in collaboration classrooms.
- 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:
- F. HCHSP/VANGUARD Users and Specialists to view and edit student-level data for classes that they are assigned to view.
 - a. Principal/HCHSP staff will only have access to view and edit student-level data for classes that they are assigned to view.

- b. School/HCHSP Specialists will only have access to view and edit student-level data for classes that they are assigned to view.
- c. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- G. The parties will establish which party will upload student-level data into CLI Engage.
- 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) Campus Director with a TEA principal certification to provide overall supervision of operations and federal and state regulations, including supervision of staff.
- B. HCHSP will provide one (1) certified Head Start teacher of record to be paired with one (1) VANGUARD Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credential teaching assistant.
- C. 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) VANGUARD teacher.
- D. HCHSP will provide one (1) Disability Aide/Floater for every two (2) classrooms to support the required TEA conference period for the teachers of record and provide assistance to classrooms with children with disabilities or children with challenging behaviors.
- E. HCHSP will provide one (1) Social Worker/Family Services Worker for every two (2) classrooms to conduct case management and support for families.
- F. HCHSP will provide custodians responsible for the overall cleaning of HCHSP facilities and implement meal prep for all classrooms.
- G. HCHSP will provide transportation to eligible three (3) year-old children. Transportation is limited to the amount of buses that are available.
- H. HCHSP will ensure vacancies for Head Start teachers and TAs are filled by HCHSP as soon as possible.
- I. HCHSP will provide substitutes for Head Start teachers and TAs. HCHSP uses “Frontline®” software to manage substitutes.
- J. HCHSP will provide office space for PEIMs clerk as needed on HCHSP facilities.
- K. HCHSP will permit VANGUARD 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 HCHSP that are related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. HCHSP and VANGUARD must comply with all laws, ordinance, rules, and regulations of any government entity pertaining to its performance pursuant to this MOU.
- L. HCHSP will maintain complete records which pertain to the MOU for a period conforming to the record retention requirements applicable to VANGUARD under state law beyond the MOU ending date or until all litigation, claims, or audit findings involving the records have been resolved, and if such claim or audit is started before the expiration of the legally required retention period.
- M. HCHSP will provide children and family support services as per 45 CFR Chapter XIII.
- N. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007.
- O. HCHSP will complete, maintain, and review Head Start child files for eligibility criteria requirement.

- P. 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.
- Q. HCHSP will provide VANGUARD with written copies of site visit reports for corrective action as appropriate.
- R. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program.
- I. HCHSP will provide meals to all collaboration children, as per USDA/Child and Adult Nutrition Program guidelines for all children. HCHSP and VANGUARD staff will eat breakfast and lunch with the children (family style service), unless staff have a conference period during mealtimes. Reimbursement is provided from Head Start funds for adult meals on a monthly basis upon verification of meal consumption.
- J. HCHSP will indemnify and hold harmless VANGUARD, 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.

VANGUARD RESPONSIBILITIES:

- A. VANGUARD will provide one (1) certified VANGUARD 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. VANGUARD 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.
- C. VANGUARD will provide a part-time PEIMS clerk and one (1) part-time armed Police Officer (PO).
- D. VANGUARD will provide a qualified substitute for VANGUARD teachers and TAs. If VANGUARD is unable to acquire a qualified substitute, HCHSP will provide the substitute, and VANGUARD will reimburse HCHSP for those substitutes.
- E. The VANGUARD teacher and TA compensation is considered Non-Federal Match for HCHSP. Other staff such as administrative staff and additional teaching staff (music, library, and art) are 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 VANGUARD to HCHSP.
- F. VANGUARD will provide email accounts and internet access to all collaboration HCHSP staff, as applicable.
- G. VANGUARD will provide office space for the Campus Director and Social Workers/Family Services Workers and provide a prep-kitchen for collaboration classrooms in VANGUARD facilities.
- H. VANGUARD will provide transportation to eligible four (4) year-old children and their three (3) year-old siblings for collaboration classrooms.
- I. VANGUARD 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.
- J. VANGUARD will maintain complete records which pertain to the MOU for a period conforming to the record retention requirements applicable to VANGUARD under state law beyond the MOU 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 legally required retention period.

- K. VANGUARD will ensure that existing VANGUARD 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, VANGUARD 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.
- L. VANGUARD will comply with TEA and HCHSP requirements on criminal background checks to ensure that employees, substitutes, or contractors do not have a criminal background that would invalidate their acceptability for employment.
- M. VANGUARD will complete annually and prior to the first day of school the VANGUARD Personnel File Requirements forms to serve as the Head Start Personnel File as required by HCHSP regulations. Upon termination of the MOU, these government records shall be maintained by VANGUARD in accordance with applicable state law.
- N. VANGUARD will maintain child and family data, which contains personal and confidential information, within a secure area.
- O. VANGUARD will not assist, transfer, or subcontract for the provision of services under this MOU prior to written consent obtained from HCHSP.
- P. VANGUARD 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.
- Q. VANGUARD 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 to the degree such requirements conform and overlap with the PreK Program Requirements under Subchapter E and E-1, Chapter 29, TEC. HCHSP shall provide guidance, training, and technical assistance to VANGUARD to facilitate compliance.
- R. VANGUARD will provide, at no cost to HCHSP, classroom and outdoor learning space on VANGUARD campuses where like-aged children attend. The space, along with usual and customary usage of the accompanying facilities such as library and playground, are assigned at a fair-market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These VANGUARD donations are considered by HCHSP for Non-Federal Share Match.
- S. On a periodic basis, HCHSP and/or its contractors will be given access to perform a certified-appraisal of VANGUARD space used in the collaboration.
- T. VANGUARD 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.
- U. VANGUARD will provide appropriate substitute staff in collaboration classes for the VANGUARD teacher to teacher assistant. In the event VANGUARD is unable to acquire a state childcare qualified substitute, HCHSP will secure a substitute, and VANGUARD will reimburse HCHSP for the substitute.
- V. VANGUARD 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.

- W. VANGUARD 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 in VANGUARD facilities to include playground and hallways that are used by collaboration.
- X. VANGUARD staff will be considered in the TX CLL child-to-staff ratio.
- Y. VANGUARD TAs will provide toilet training for those children who need support.
- Z. VANGUARD will provide toilet changing tables and space in VANGUARD facilities for those children who need support.

CLASS COMPOSITION:

- A. Each collaboration classroom will enroll only HCHSP and VANGUARD children.
- B. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and VANGUARD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- C. Both parties will be responsible to recruit and support full enrollment of qualifying students at collaboration VANGUARD and HCHSP campuses.
- D. At least ten (10) percent of student slots will be available for children with special needs as per §1302.14(b)(1). However, additional students with disabilities may be enrolled as appropriate and necessary and in accordance with applicable state and Federal law.

ELIGIBILITY:

- A. VANGUARD and HCHSP will ensure that the program meets and maintains eligibility, recruitment, selection, enrollment, and attendance requirements as required under the TEC §29.153, Student Attendance Accounting Handbook, HSPPS Part §1302.1, Subpart A, and other applicable law.
- B. Consistent with TEC §29.153, children must meet age requirements (three or four years of age) by September 1 of each enrollment year.
- C. Consistent with TEC §29.153, 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%) or above the federal poverty guidelines.
- D. Families income is verified by HCHSP and VANGUARD, based on applicable income eligibility requirements, before determining that a child is eligible to participate in the PreK program.
- E. HCHSP will assist VANGUARD with obtaining annual eligibility updates from collaboration children and families as required by state and local entities. VANGUARD will publicize PreK through public notices in English and Spanish in accordance with the TEC 29.153(e).

RECRUITMENT:

- A. VANGUARD and HCHSP will recruit from service areas identified as those most in need.
- B. VANGUARD and HCHSP will ensure, prior to the beginning of the enrollment year, the solicitation of applications from Head Start eligible families within the service area.
- C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment.
- D. VANGUARD staff will provide an enrollment application in accordance with state law and rule.

SELECTION:

- A. VANGUARD and HCHSP will ensure that no children are placed in the collaboration classes without following established systematic selection process criterion.
- B. VANGUARD and HCHSP will ensure that evidence is collected that fully supports proof of eligibility.
- C. At the beginning of each enrollment year VANGUARD 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. VANGUARD and HCHSP will coordinate to provide joint a PreK and Head Start registration process.
- B. Full enrollment shall be maintained at all times, and each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and VANGUARD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
- C. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal.
- D. VANGUARD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year.
- E. VANGUARD 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. VANGUARD 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 PreK enrollment year (if applicable).
- G. VANGUARD will provide PreK enrollment to HCHSP eligible children that are eligible under TEC §29.153 and other applicable law.

ATTENDANCE:

- A. VANGUARD 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. VANGUARD and HCHSP will provide collaborative services to eligible students for the charter adopted school calendar year.
- C. VANGUARD will allow HCHSP to communicate freely with the families of children enrolled and attending collaboration classrooms.
- D. HCHSP and VANGUARD 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 VANGUARD and HCHSP.
- B. A temporary suspension must be used only as a last resort and defined in TEC 37.005(c).
- C. Before VANGUARD 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 VANGUARD must help the child return to full participation in all HCHSP and VANGUARD 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.
- E. Determining whether a referral to VANGUARD responsible for implementing IDEA (public law that ensures services to children with disabilities) 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 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), VANGUARD must consult with HCHSP to ensure the child receives the needed support services.
- D. If a child does not have an IEP, HCHSP must collaborate, with parental consent needed, with VANGUARD 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 VANGUARD and HCHSP services.
- B. VANGUARD may require standardized dress for students. No child will be disallowed from participation due to lack of standardized dress. VANGUARD will provide standardized dress if the family is unable to purchase it.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. Each classroom may participate in library, computer, music, and physical education instruction as scheduling allows.

- B. VANGUARD will secure a substitute teacher in the event that the VANGUARD teacher and/or TA is absent from duty.
- C. HCHSP will secure a substitute teacher in the event that the HCHSP teacher and/or HCHSP is absent from duty.
- D. VANGUARD Principal or designee will serve as supervisor and evaluator for VANGUARD PreK teacher and/or 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 VANGUARD PreK teacher and assistant, as applicable.
- F. VANGUARD Principal or designee and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. VANGUARD 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 2022 Texas Prekindergarten Guidelines (PK Guidelines).
- B. VANGUARD will provide the curriculum that is research and evidence based and TEA approved. VANGUARD and HCHSP will collaborate in the decision-making process for selecting the PreK curriculum that conforms with both the ELOF and PK Guidelines.
- C. VANGUARD and HCHSP will mutually provide the developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classrooms.
- D. In the event that VANGUARD 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, VANGUARD and HCHSP must assess whether the adaptation adequately facilitates progress toward meeting school readiness goals as per 45 CFR §1302.32(a)(ii)(b).
- E. VANGUARD and HCHSP teachers will co-plan with their TAs and with partnering collaboration classroom teachers on a weekly basis to coordinate theme-based, and hands-on developmentally appropriate instructional activities.
- F. In accordance with ELOF and the PK Guidelines, VANGUARD and HCHSP teachers will utilize state adopted curriculum with fidelity and prepare weekly lesson plans that include teaching objectives; whole and small group instruction; child directed learning centers, and outdoor play and learning experiences.
- G. VANGUARD and HCHSP will implement a school program for dual language learners and must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. VANGUARD and HCHSP will provide educational services in accordance with the VANGUARD approved school calendar and daily schedule.
- B. VANGUARD and HCHSP will provide a thirty (30) minute duty-free lunch and minimum of forty-five (45) minutes for planning for classroom teachers.
- C. VANGUARD and HCHSP will provide a joint-planning and meeting time to VANGUARD and Head Start teachers before the first day of the program year.

Professional Development

- A. HCHSP teachers will participate in appropriate VANGUARD professional development during the program year that includes VANGUARD teachers.
- B. VANGUARD teachers will participate in appropriate HCHSP professional development during the program year that includes HCHSP teachers.
- C. All VANGUARD teaching staff including substitutes will be trained annually on Child Care Licensing regulations and HSPPS.

Screening/Assessment & Ongoing Progress Monitoring

- A. In accordance with 19 TAC §102.1003(c), VANGUARD and HCHSP will collaborate in the decision-making for the selection and administration of TEA approved PreK progress monitoring instruments at the beginning-of-year (BOY), middle-of-year, and end-of-year (EOY) to support the delivery of high-quality, full-day PreK for eligible four-year old students in the five required domains.
- B. In accordance with 19 TAC §102.1003(c)(2), VANGUARD will administer the BOY instruments within the first sixty (60) days of school so that the data obtained may be used to inform instructional planning and classroom instruction.
- C. Collaboration teachers will administer developmental screenings within forty-five (45) days of child enrollment.
- D. HCHSP requires all classrooms to be assessed using the Teachstone CLASS tool two (2) times annually and used to inform coaching strategies.
- E. VANGUARD will allow outside evaluators to monitor or assess classrooms and instructional delivery using the Teachstone CLASS assessment tool up to two (2) times annually as required under 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007.

Educational Data

- A. VANGUARD will submit raw BOY and EOY data for all eligible four-year old PreK students to TEA’s Prekindergarten Early Childhood Data System (ECDS) Collection in accordance with the ECDS Submission Timelines.
- B. HCHSP will request that VANGUARD provide aggregated and, if appropriate and necessary, masked data for children previously enrolled in Head Start who subsequently enrolled at another VANGUARD campus in Grades Kindergarten through 3.
- C. HCHSP and VANGUARD will comply with Health Insurance Portability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) with respect to all provided data.
- D. HCHSP and VANGUARD will designate 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 “educational officials” or otherwise authorized by parent.
- 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 VANGUARD 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:

- A. HCHSP and VANGUARD will ensure compliance with State CCL regulations in their respective classrooms. Additionally, HCHSP and VANGUARD will comply with the school safety requirements promulgated under TEC §48.160 and Texas Administrative Code, Title 19 (19 TAC), §61.1031

- B. HCHSP and VANGUARD will provide furniture and developmentally appropriate classroom materials in their respective classrooms.
- C. HCHSP and VANGUARD will provide outdoor learning environments and equipment in their respective facilities that meet State CCL regulations.
- D. HCHSP and VANGUARD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. HCHSP Social Workers/Family Services Workers will provide referral and family engagement services to all families participating in the collaboration.
- B. HCHSP Social Workers/Family Services Workers 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. VANGUARD and HCHSP will maintain ongoing communication with all families.
- F. VANGUARD and HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

- A. The HCHSP Child Nutrition Services Department will generate and track referrals for any HCHSP child with documentation concerning height and /or weight.
- B. The HCHSP Health Services Department will generate and track referrals for any HCHSP child to meet any treatment needs associated with health.
- C. The HCHSP Mental Health/Disability Department will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concerns, or developmental delays.
- D. The HCHSP Counselor or Coordinator will collaborate with VANGUARD 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 both parties.

NON-ASSIGNMENT AND SUBCONTRACTING:

This MOU is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks, or performances under this MOU 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 MOU is in any way intended to constitute a waiver by VANGUARD of any immunities from suit or from liability that VANGUARD may have operation of 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 VANGUARD.

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, or other legally protected category.

GOVERNING LAW AND VENUE:

This MOU and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof is 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 MOU 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 MOU 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 MOU 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 MOU may from time to time be modified, after collaboration between HCHSP and VANGUARD to accommodate school calendars, staff assignments, and transfer of facilities. VANGUARD's Board of Directors and the Hidalgo County Commissioners Court hereby authorize the VANGUARD Superintendent and Head Start Executive Director to adjust the school calendar, staff assignments, assignment of classrooms, and maximum student enrollment as they deem necessary to effectuate this MOU.

NOTICES:

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU 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 VANGUARD:

Vanguard Academy, Inc. DBA Vanguard Academy
c/o Dr. Marisol Rocha, Superintendent of Schools
2510 S. Veterans Blvd.
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

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

Vanguard Academy

Dr. Marisol Rocha
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: