



Hidalgo County Head Start Program Policy Council Agenda

DATE: May 19, 2026

SUBJECT: Discussion/Approval of Request to Enter into a Three (3) Year Memorandum of Understanding (MOU) For Special (Disability) Services Between Hidalgo County Head Start Program and the McAllen Independent School District.

RATIONALE/NEED: The Memorandum of Understanding (MOU) is to collaborate with the Local Education Agencies in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

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

REVIEWED BY: Mr. Jorge Cavazos, Assist. Program Director for IT *J. Cavazos*

EXECUTIVE DIRECTOR'S APPROVAL: _____

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

McAllen Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **McAllen Independent School District (MISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth herein shall constitute the entire Memorandum of Understanding (**MOU**) between the **HCHSP** and **MISD** and may not be amended except by a written document signed by **HCHSP** and **MISD**.

McAllen Independent School District "MISD" will:

- A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to timely evaluate the children with disabilities;
- B. The **HCHSP** staff will timely notify the parent(s) in writing of the Individual Education Plans (IEP) meeting prior to scheduled date. The IEP meeting will be conducted in accordance with legal requirements of completing the child's evaluation and in the parent's dominant language;
- C. Provide special education and related services as set forth in child's IEP and the Consent for Placement;
- D. Provide in-service training for Head Start staff as deemed necessary by both parties;
- E. Provide necessary special education and related services in accordance with the state and federal statutes and regulations to enrolled children;
- F. Participate in resource sharing (i.e. equipment, materials, staff, etc.);
- G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible, in accordance with Head Start Performance standards 1302.61 (c)(v);
- H. To the extent authorized by law provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents;
- I. Provide appropriate records for those children exiting the program;
- J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- K. Provide Special Education and related services by personnel meeting certification requirements;
- L. Complete and maintain the required documentation for **MISD** and the **HCHSP** staff with the assistance of both Human Resources Departments; and
- M. Follow **MISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start “HCHSP” will:

- A. Assist **MISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.);
- B. Participate in joint training for staff and parents;
- C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation;
- D. Participate in resource sharing (i.e. equipment, materials, staff, etc.);
- E. Assist in the **MISD’s** Fall PEIMS Snapshot child count as appropriate;
- F. Participate in the development and implementation of the IEP as appropriate;
- G. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children as necessary to participate in off-site related services;
- H. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards;
- I. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- J. Maintain the children’s, families’, and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with parent or guardian’s prior written consent and approval; and secure records from MISD on a timely manner.
- L. Follow CDC Guidelines and HCHSP work safe plans due to Covid-19 pandemic/or other health related concerns.

Collaboration Efforts between McAllen Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency’s or program’s ability to provide services as required by the provisions of each parties’ respective program to the client.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis and when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Term/Termination:

Termination provisions of this Agreement will be subject to the MOU between Hidalgo County Head Start and McAllen ISD in accordance with the provisions set forth in the agreement.

Term:

This **MOU** is in effect commencing on **July 1, 2026** and terminates on **June 30, 2029**, unless earlier terminated as provided herein.

Governing Law:

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

Consideration:

This **MOU** is being made in consideration of the following: **McAllen Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation. The parties further agree that they will retain all programmatic revenues generated by the operation of their respective programs.

Executed and effective as of the date of the last signature shown herein below.

McAllen Independent School District

Lucia Regalado
Board of Trustees, President

Date

Hidalgo County Head Start Program

Honorable Richard Cortez
Hidalgo County Judge

Irma Peña, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:

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

By: 

Ricardo González

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

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