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**Memorandum of Understanding Between
Pharr-San Juan- Alamo Independent School District and the
Hidalgo County Head Start Program
2014-2015**

Purpose

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

HCHSP is a governmental entity under the auspices of Hidalgo County. **PSJA** is a public education institution of the state of Texas. **HCHSP** and **PSJA** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Pharr-San Juan-Alamo School Board) established per applicable statues and local ordinances and/or procedures which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall insure that their respective Board of Directors are informed of the various aspects and elements of this partnership agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire agreement between PSJA and HCHSP and may not be amended except by a written document signed by both entities.

Days and Hours of Operation

Days of operation shall not be less than one-hundred seventy-two (172) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 am.

Center Sites

The names and addresses of the district facilities to be utilized by HCHSP are:

- **Farias Head Start Center**
Farias Elementary, 1100 w. Acacia Street, Alamo, Texas 78516
Five Classrooms and other space
- **Palacios Head Start Center**
Palacios Elementary, 801 E. Thomas Drive, Pharr, Texas 78577
Five Classrooms and other space
- **Napper Head Start Center**
Napper Elementary, 903 N. Flag, Pharr, Texas 78577
Eight Classrooms and other space

Term

The Term of this Memorandum of Understanding is for one (1) year commencing August 1, 2014 and ending July 31, 2015. Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of July 2015, for a term or other terms as may be subsequently agreed to upon by both parties.

PSJA Responsibilities

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

Program Description

Eligible children are 3 or 4 year olds as of September 1, 2014, will be dual-enrolled and served by PSJA and HCHSP. Collaboratively, the HCHSP children will receive 3 hours of instruction in cognitive development by a certified School Readiness Integration (SRI) teacher. The dual-enrolled 3 year old children as well as few 4 year olds will be served at the six (6) HCHSP centers in the Tri-City area and the 4 year olds as well as a few 3 year olds in some cases will be collaboratively served at the designated elementary campuses in PSJA .

Partnership Responsibilities

A. PSJA will:

- a. Provide access to classrooms for 4 year olds as well as a few 3 year olds at designated campuses throughout the district.
- b. Assign a principal, instructional coach/es, and program specialist to supervise, monitor, support and evaluate the teacher.
- c. Provide certified early childhood bilingual teachers to deliver 3 hours of instruction in cognitive development to participating HCHSP children.
- d. Coordinate efforts with HCHSP to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
- e. Permit HCHSP representatives to attend ARDs conducted by PSJA involving Head Start children.
- f. Supplement health services, educational services, parental training and other services as required by the children and their families.
- g. Assign special education teachers to provide services to children who are identified in need of special services through the PSJA Special Education Program.
- h. Arrange for a substitute when the PSJA SRI teacher is absent.
- i. Provide support staff to assist with various services to the children, parents, and teachers.
- j. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.

- k. Meet monthly or on a regular basis with HCHSP designated personnel to facilitate the instructional process and other services.
- l. Provide an overview of the collaboration with the participating Administrators.
- m. Finance the PSJA personnel and other resources.

B. The PSJA SRI Teacher/Staff will:

- a. Provide 3 hours of daily instruction in cognitive development to the HCHSP children utilizing the State Adopted Curriculum (4 yr. olds), Pre-K Guidelines (4 yr. olds), the Infant, Toddler, and Three-Year-Old Early Learning Guidelines (3 yr. olds), and Frog Street Toddler Program (3 yr. olds)
- b. Attend and/or assist in delivery of collaborative Professional Development for PSJA and HCHSP as deemed appropriate.
- c. Implement the Texas School Ready! Project as an early education approach to prepare children to be Kindergarten Ready and Beyond.
- d. The PSJA teacher will participate and support requirements of the Texas School Ready! Project.
- e. Participate with the HCHSP staff in the recruitment process.
- f. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
- g. Attend HCHSP collaboration meetings as deemed necessary during the school year.
- h. Complete and fulfill the required documentation for PSJA and HCHSP with the assistance of both Human Resource Departments (Example: Food Handlers Permit, First Aid, CPR, etc.).
- i. Collaborate with the HCHSP teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- j. Inform the Center Manager and HCHSP teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
- k. Follow collaboration protocol with any issues/concerns which may arise.
- l. Follow PSJA requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- m. Comply with any other responsibilities assigned by the immediate supervisor.
- n. Coordinate efforts with the HCHSP staff to register the children online.

C. HCHSP will:

- a. Assign a teacher and an assistant to the collaborative classrooms.
- b. Assign a Center Manager and Support Service personnel to monitor and oversee the Head Start program at the designated PSJA campuses.
- c. Coordinate efforts with PSJA to identify children with special needs and follow the PSJA referral process for identification and services.
- d. Identify personnel who will attend the ARDs conducted by PSJA.
- e. Assist with the distribution, completion, and submission of the required PSJA student enrollment documents within the first week of a child's enrollment.
- f. Coordinate with district staff to transition children to the PSJA public schools at the end of each school year.
- g. Provide assistance with daily attendance reporting.

Utilities

- a. **HCHSP** will reimburse **PSJA** on a monthly basis for electricity use at the Napper Head Start Center based on a pro-rated amount, calculated by square foot of space used. Other utilities, including water, may be calculated on a per-person at the location.

General Conditions

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- This agreement is made in Texas and shall constitute the complete understanding of **PSJA** and **HCHSP**, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- Any and all litigations related to the agreements will be proper in State Court in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 90 days written notice to **HCHSP**.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Insurance

At all times during the term of this Memorandum of Understanding, Head Start shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. Head Start agrees to carry insurance in the amounts shown below:

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

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

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

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

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

Indemnification

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

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

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

Pharr-San Juan-Alamo Independent School District.

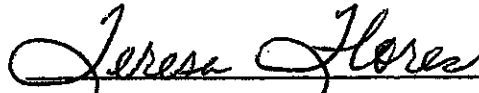
Authorized Signature

Date

Dr. Daniel King, Superintendent of Schools
Print Name and Title

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge



Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

8-11-14

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

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

By: 

Stephen L. Crain

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

By: _____
Ricardo González