

# **Memorandum of Understanding Between**

*Hidalgo County Head Start Program*

*And*

*Hidalgo Independent School District*

The Hidalgo County Head Start Program (HCHSP) and Hidalgo Independent School District (HISD) 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 in the following document shall constitute the entire Agreement between the HCHSP and HISD may not be amended except by a written document signed by HCHSP and HISD.

## **Hidalgo Independent School District "HISD" will:**

- A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.
- B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.
- C. Access to special education and related services provided by the HISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.
- D. In-service training for staff and parents in order to provide the continuity of services 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 dually 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.
- H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.
- I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).
- 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. Special Education and related services will be provided by personnel meeting state licensure qualifications.

**Hidalgo County Head Start “HCHSP” will:**

- A. Assist the HISD 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. Address transition on IEP for those children exiting Head Start and enrolling with LEA.
- E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).
- F. Participate in the HISD’s December 1<sup>st</sup> child count as appropriate.
- G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.
- H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.
- I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.
- 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. 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 clients’ prior written consent and approval.

**Collaboration Efforts between Hidalgo 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. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

**Termination:**

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

**Term:**

This Agreement is in effect for the 2015-2016 school year, 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 Agreement is being made in consideration of the following: Hidalgo Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

**Hidalgo I.S.D.**

\_\_\_\_\_  
Authorized Signature                      Date

Edward Blaha, Superintendent of Schools  
Print Name and Title

\_\_\_\_\_  
Authorized Signature                      Date

Rebecca Rodriguez, Special Education Director  
Print Name and Title

**Hidalgo County Head Start Program**

Ramon Garcia

Honorable Ramon Garcia  
Hidalgo County Judge

6/16/15  
Date

Teresa Flores

Teresa Flores, Executive Director  
Hidalgo County Head Start Program

6-11-15  
Date

APPROVED BY  
COMMISSIONERS' COURT  
ON: 6/2/15

ATTEST: Arturo Guajardo Jr.

Arturo Guajardo, Jr.  
Hidalgo County Clerk

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

By: Stephen L. Crain  
Stephen L. Crain

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

By: Ricardo González  
Ricardo González