

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

FILED
AT 2:30 O'CLOCK P.M.
SEP 25 2015
ARTURO GUERRA, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

This Agreement is made and entered into by the Pharr-San Juan-Alamo Independent School District (P-SJ-A ISD) and Hidalgo County Head Start Program (HCHSP).

The purpose of this Agreement is to establish a working and cooperative relationship between the parties in order to plan services appropriate for the communities' pre-kindergarten clients. It is the objective of the Pharr-San Juan-Alamo Independent School District to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

HCHSP is a governmental entity under the auspices of Hidalgo County. **P-SJ-A** is a public education institution of the state of Texas. **HCHSP** and **P-SJ-A** 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 P-SJ-A 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 HCHSP sites that will be served by P-SJ-A:

Alamo Head Start 303 South 7 th Street Alamo, TX. 78516	Longoria Head Start 2500 N. Cypress Pharr, TX. 78577	San Juan I Head Start 200 North Cougar San Juan, TX. 78589
Farias Head Start 1100 W. Acacia Street Alamo, TX. 78516	Palacios Head Start 801 E. Thomas Drive Pharr, TX. 78577	San Juan II Head Start 601 Earling Rd. San Juan, TX. 78589
Las Milpas I Head Start 714 Zapata Ave. Pharr, TX. 78577	Pharr Head Start 415 E. Clark Pharr, TX. 78577	

Term

The Term of this Memorandum of Understanding is for one (1) year commencing August 1, 2015 and ending July 31, 2016. Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of July 2016, for a term or other terms as may be subsequently agreed to upon by both parties.

Program Description

Eligible children are 3 or 4 year olds as of September 1, 2015, will be dual-enrolled and served by P-SJ-A and HCHSP. Collaboratively, the HCHSP children will receive 3 hours of instruction in cognitive development by a Texas State Certified teacher. The dual-enrolled 3 year old children as well as few 4 year olds will be served at the three (3) 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 P-SJ-A, Exhibit A.

Pharr-San Juan-Alamo Independent School District School agrees to:

- A. Assist the Program in the identification of eligible 3 and 4 year old children at the beginning of each school year in an annual round up.
- B. Address transition for those children exiting Hidalgo County Head Start Program (HCHSP) and enrolling with P-SJ-A ISD.
- C. In-service training for staff and parents in order to provide the continuity of services deemed necessary by both parties.
- D. Provide on-site services when deemed appropriate.
- E. Provide District Staff for consultations and site visits.
- F. Provide fifteen certified teachers in early childhood.
- G. Provide technical assistance for 45 classrooms as needed.
- H. Provide assistance for identification of special needs children.
- I. Provide a substitute when the P-SJ-A ISD employee is absent from duty to replace the teacher(s).
- J. Meeting between P-SJ-A ISD and the HCHSP administration to be held at least three times during the year; Fall, spring, and early summer to review the partnership agreement, curriculum, and assessment data.
- K. Provide parent training information/parent volunteers.
- L. Provide any other materials that are needed to provide a quality education.
- M. Provide support staff including: a lead teacher, a resource math and language arts teacher, nurse, parent educator and two teacher assistants.
- N. Provide two special education community based teachers to assist with the special needs children in the classrooms.

PSJA ISD Staff will:

- A. Provide a principal/director and other support staff to see the program implementation.
- B. Follow the dress code policy of HCHSP and P-SJ-A ISD.
- C. Attend HCHSP staff meetings at least two times per school year.
- D. Co-teach with the HCHSP staff assigned to the Head Start classroom taking equal responsibility for lesson plans, daily preparation and instruction to the students.
- E. Provide technical support to all 45 classrooms and make sure that computers are working appropriately.
- F. Provide training dual language, thinking maps, and any other training as necessary for Pre-Kinder.
- G. Provide cognitive instruction 3 hours in the morning and 3 hours in the afternoon.
- H. Provide the necessary paperwork for P-SJ-A ISD staff to comply with the child care licensing (i.e.: teacher certification, results of criminal background check, TB test results, CPR training, and food handling services).
- I. Coordinate efforts between HCHSP & P-SJ-A ISD calendars.
- J. Provide state approved curriculum, and any other materials that are needed to provide a quality education.

Hidalgo County Head Start Program "HCHSP" agrees to:

- A. Provide a site director to coordinate efforts between P-SJ-A ISD and HCHSP.
- B. Provide 45 classroom areas to accommodate the children.
- C. Provide a co-teacher and a teacher assistant assigned to the Head Start classrooms.
- D. Provide access to and use of telephone for educational purposes.
- E. Provide a designated area for a file cabinet during all school days of the P-SJ-A ISD calendar.
- F. Provide daily breakfast, lunch, and a snack.
- G. Provide opportunities for P-SJ-A ISD to attend HCHSP staff professional development.
- H. Provide HCHSP site center manager to oversee afternoon staff maintaining classroom environment after P-SJ-A ISD program is finished for the day.
- I. Support and assist substitutes when needed in the Head Start classrooms.
- J. Provide daily attendance rosters for ADA purposes via fax, e-mail, and or phone.

- K. Provide a concerted effort to ensure student's daily attendance (ADA).
- L. Provide technical support when computers are not working.
- M. Coordinate assessment instruments for the utilizations of progress monitoring of 0 results. (pre-LAS, m-CLASS, and LAP-D)
- N. Generate support and leverage the resources in the entire community to improve school readiness.
- O. Assist with transportation as needed.

Collaboration Efforts between Pharr-San Juan-Alamo Independent School District and HCHSP:

- A. Coordinate and collaborate to plan, share resources and intensify services to meet the needs of the identified and eligible pre-k children.
- B. Provide age appropriate educational supplemental materials and supplies needed to accommodate the classroom settings.
- C. Coordinate and provide parental informational sessions/ training to strengthen partnerships and participation between parents/ families and schools/ centers and to encourage parent communication for the purpose of the child's progress.
- D. Coordinate co-planning time for both P-SJ-A ISD teacher and HCHSP co-teacher on a weekly basis.
- E. Provide professional development sessions based on the context of early childhood development.
- F. Assure that progress and development records / permanent files of each child are maintained.

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 P-SJ-A 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.
- This MOU is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 90 days written notice to the other.
- 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 (MOU), **HCHSP** and **P-SJ-A** 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. **HCHSP** and **P-SJ-A** agree 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 P-SJ-A 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, P-SJ-A 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.

EXHIBIT A

P-SJ-A Designated Elementary Campuses

- Farias Head Start
1100 W. Acacia Street
Alamo, TX. 78516

- Longoria Head Start
2500 N. Cypress
Pharr, TX. 78577

- Palacios Head Start
801 E. Thomas Drive
Pharr, TX. 78577