

**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.

OCT 26 2015

ARTURO SUAREZ, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

Purpose

This collaborative partnership establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the Pharr-San Juan-Alamo Independent School District (P-SJ-A)** 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 P-SJ-A and HCHSP are developed, implemented, and reviewed annually to improve quality of services.

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:

| | | |
|--|--|--|
| 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 |
|--|--|--|

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.

PSJA Responsibilities

P-SJ-A will provide appropriate educational and supportive services to ensure children and families are school ready. P-SJ-A 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 Heat 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, 2015, will be dual-enrolled and served by P-SJ-A and HCHSP. Collaboratively, the HCHSP children will receive instruction in cognitive development by a **Texas State 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 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.

Partnership Responsibilities

A. P-SJ-A will:

- a. Assign a P-SJ-A principal, instructional coach/s, and/or program specialist to the three designated center sites to provide supervision, oversight, support and evaluation of the ISD teachers.
- b. Provide certified early childhood bilingual teachers to deliver 3 hours of instruction in cognitive development to participating HCHSP children.
- c. 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.
- d. Permit HCHSP representatives to attend ARDs conducted by P-SJ-A involving Head Start children.
- e. Supplement health services, educational services, parental training and other services as required by the children and their families.
- f. Assign special education teachers to provide services to children who are identified in need of special services through the P-SJ-A Special Education Program.
- g. Arrange for a substitute when the P-SJ-A SRI teacher is absent.
- h. Provide support staff to assist with various services to the children, parents, and teachers.
- i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
- j. Meet monthly or on a regular basis with HCHSP designated personnel to facilitate the instructional process and other services.
- k. Provide an overview of the collaboration with the participating Administrators.
- l. Finance the P-SJ-A personnel and other resources.

B. The P-SJ-A 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 P-SJ-A 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 P-SJ-A 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 P-SJ-A 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 P-SJ-A campuses.
- c. Coordinate efforts with P-SJ-A to identify children with special needs and follow the P-SJ-A referral process for identification and services.
- d. Identify personnel who will attend the ARDs conducted by P-SJ-A.
- e. Assist with the distribution, completion, and submission of the required P-SJ-A student enrollment documents within the first week of a child's enrollment.
- f. Coordinate with district staff to transition children to the P-SJ-A public schools at the end of each school year.
- g. Provide assistance with daily attendance reporting.
- h. Provide information concerning implementation of the integration of services as requested by designated district personnel.
- i. Provide a designated space to store instructional materials.
- j. Meet monthly or as needed with the designated P-SJ-A personnel.
- k. Schedule a time for the HCHSP teacher and P-SJ-A teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
- l. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- m. Finance program operations based on the HCHSP grant.
- n. Meet and maintain Texas child care licensing requirements and produce a copy of current license and promptly inform P-SJ-A of any change in license status.

D. Collaboratively P-SJ-A and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood practices.
- b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
- c. Schedule a weekly planning time for lesson planning and preparation.
- d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
- e. Develop a Collaboration Guide which details the partnership and its daily operation.
- f. Review program operations to avoid duplication of efforts.
- g. Meet on a regular basis to discuss the progress of the collaboration.
- h. Perform children's assessment and evaluation, and collaborative program evaluation, to meet P-SJ-A and HCHSP requirements.
- i. Analyze and share data for program planning and improvement.
- j. Work together to meet attendance goal.
- k. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- l. Provide family services, parent engagement activities and home visits.
- m. Embrace and support the collaboration efforts of the Texas School Ready! Project.
- n. Support all events which promote the partnership.
- o. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

Transportation Services

- a. **P-SJ-A** will provide transportation services to and from the new sites (Longoria, Farias, and Palacios Head Start Centers) to accommodate needs of children to be served. At a minimum, P-SJ-A will provide a bus, a bus driver and a bus aide to each site. Insurance, vehicle maintenance and fuel costs will be borne by the district.
- b. **HCHSP** will provide appropriate safety restraint equipment to accommodate all children who will be transported to **P-SJ-A** facilities. The safety child alarm system will also be installed in each bus used.
- c. Transportation staff will be required to meet P-SJ-A and Head Start Program transportation requirements including training.

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, **HCHSP** 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 “**P-SJ-A 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 “**P-SJ-A Claims**”) by any person or entity, arising out of, caused by, or resulting from **HCHSP** 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 **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **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.

To the extent allowed by law, **P-SJ-A** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and Hidalgo County, and hold harmless **HCHSP** and Hidalgo County, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively “**HCHSP 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 “**HCHSP**”).

AI-49791 Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Entities Listed on the Attached List

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

The Court proceeded to Item 9.E.

[Print](#) [Back to Calendar](#) [Return](#) [Previous](#) [Next](#)

AI- 49791

Head Start 17. F.

CC - REGULAR

Meeting Date: 06/02/2015

Submitted For: Edmundo Garcia

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Entities Listed on the Attached List

BACKGROUND

Policy Council Approval: 05.20.15

Fiscal Impact

Attachments

[MOUs](#)

Form Review

Inbox

Budget & Management

Purchasing Department

Reviewed By

Veronica Ortiz

Monica Badillo

Date

05/20/2015 08:48 AM

05/29/2015 05:00 PM

Form Started By: Linda Galaviz

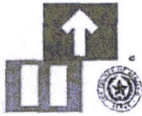
Started On: 05/20/2015 08:42 AM

Final Approval Date: 05/29/2015

MOU List

moulist SY2015

| # | ENTITY | SERVICE | TERM |
|----|---|---|-----------------------|
| 1 | Donna ISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 2 | Edcouch-Elsa ISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 3 | Edinburg CISD TLI | To provide literacy education to improve school readiness | School Year 2015-2016 |
| 4 | Edinburg CISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 5 | Hidalgo ISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 6 | La Joya ISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 7 | McAllen ISD Disabilities | Enrollment of Pre-School Program for Children with Disabilities (PPCD) in Head Start | School Year 2015-2016 |
| 8 | McAllen ISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 9 | Mercedes ISD TLI | To provide literacy education to improve school readiness | School Year 2015-2016 |
| 10 | Mercedes ISD | To provide literacy education to improve school readiness | School Year 2015-2016 |
| 11 | Mission CISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 12 | Progreso ISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 13 | PSJA ISD Partnership | To develop & foster a cohesive partnership to provide high quality early childhood for Head Start children. | |
| 14 | PSJA ISD SRI | To provide resources sharing, in-service training and joint training for staff and parents | School Year 2015-2016 |
| 15 | PSJA ISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 16 | Sharyland ISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 17 | Valley View ISD SRI | To provide resources sharing, in-service training and joint training for staff and parents | School Year 2015-2016 |
| 18 | Valley View ISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 19 | Weslaco ISD | To evaluate, identify and serve children with disabilities | School Year 2015-2016 |
| 20 | AVANCE Colonia's Early Head Start Program | To provide jointly coordinated delivery of services | School Year 2015-2016 |
| 21 | Behavioral Health Solution of South Texas | Establish central data collection repository for Reg 11 to ensure accessible regional substance abuse & mental health training. | School Year 2015-2016 |
| 22 | Community Development Corporation of Brownsville & Community Resource Group, Inc. | To provide training and development of financial literacy | School Year 2015-2016 |
| 23 | County of Hidalgo Community Service Agency | To provide social services, assistance in housing, medical services, etc. to Head Start families | School Year 2015-2016 |
| 24 | Easter Seals ECI | To provide jointly coordinated services to children with disabilities | School Year 2015-2016 |
| 25 | Foster Grandparent Program of the Lower Rio Grand Valley | To provide training & resources for foster grandparents assisting in the Head Start classrooms | School Year 2015-2016 |
| 26 | Hidalgo County Health & Human Services | To provide jointly coordinated health services to children and families | School Year 2015-2016 |
| 27 | Hidalgo County WIC Program | To assist with referrals and review of Program Plans | School Year 2015-2016 |
| 28 | Mujeres Unidas | Provide emotional & physical support & shelter to families | School Year 2015-2016 |
| 29 | Partners Resource Network, Inc. - TEAM PROJECT | To provide training for families with children with disabilities | School Year 2015-2016 |
| 30 | Region One Education Service Center Early Childhood Intervention Program (ECD) | To provide jointly coordinated services to children with disabilities | School Year 2015-2016 |
| 31 | Region One Education Service Center Child Find/Child Serve | To provide resources, assistance and training for families with children with disabilities | School Year 2015-2016 |
| 32 | South Texas College (GED) | To provide GED training and other educational services to Head Start parents | School Year 2015-2016 |
| 33 | South Texas College (Lab) | Child development, Field & Lab Experiences | School Year 2015-2016 |
| 34 | Texas A&M AgriLife Extension | To provide Parent Nutrition Classes & Review of Program Plans | School Year 2015-2016 |
| 35 | Texas Attorney General | Educate parents on child support services | School Year 2015-2016 |
| 36 | University of Texas RGV American-Coord Prog in Dietetics | To assist with Program Plan-Menus, Child Nutrition Forms and to provide student interns in the Head Start program | School Year 2015-2016 |



Hidalgo County Head Start Program Policy Council Agenda

DATE: May 20, 2015

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Entities Listed on the Attached List

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with Local Education Agencies, College, the University and Local Community Agencies in assisting the Head Start Children and families.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandums of Understanding

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INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

A. Tovar
Edmundo Garcia
Jerene Flores