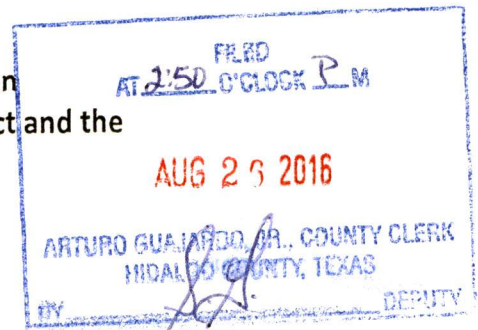


**Memorandum of Understanding Between
Edinburg Consolidated Independent School District and the
Hidalgo County Head Start Program
2016-2017**



Purpose:

This collaborative partnership establishes an agreement between Hidalgo County Head Start Program (HCHSP) and the Edinburg Consolidated Independent School District (ECISD) to provide Head Start services to age and income eligible pre-K children as 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 ECISD and HCHSP are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. ECISD is a public education institution of the state of Texas. HCHSP and ECISD each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and ECISD Board of Trustees) 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 ensure 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 ECISD and HCHSP and may not be amended except by a written document signed by both entities.

Days and Hours of Operation for HCHSP Centers / ECISD Employee Workdays:

Days of operation for HCHSP Centers shall be one-hundred seventy seven (177) days, weekdays from 7:45 to 5:15 pm.

ECISD employee workdays shall be one-hundred eighty-seven (187) days, weekdays from 7:45 am to 3:45 pm.

Supervision for the extended day time span from 3:45 to 5:15 will be the obligation of the HCHSP Center personnel.

Center Sites:

The names and addresses of the HCHCP sites that will be serviced by ECISD:

- **Edinburg I Head Start Center**
225 South 25th St., Edinburg, Texas 78539
Three Classrooms 60 children
- **Edinburg II Head Start Center**
1200 North 1st, Edinburg, Texas 78539
Two Classrooms 34 children

Edinburg III Head Start Center

3817 Veterans Blvd., Edinburg, Texas 78539

Three classrooms 51 children

Edinburg IV Head Start Center

3215 Richardson Rd., Edinburg, Texas 78539

Ten classrooms 200 children

Edinburg V Head Start Center

3500 E. FM 2812, Edinburg, Texas 78539

Eight classrooms 160 children

UT-RGV

Edinburg, Texas 78539

Two classrooms 34 children

San Carlos Head Start

134 N. 86th, Edinburg, Texas 78539

Four classrooms 80 children

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing August 1, 2016 and ending July 31, 2017. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August 2017, for a term or other terms as may be subsequently agreed to upon by both parties.

ECISD Responsibilities:

ECISD will provide appropriate educational and supportive services to ensure children and families are school ready. **ECISD** 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, 2016, will be dual-enrolled and served by **ECISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified Early Childhood **ECISD** funded teacher in each classroom. The dual-enrolled 3 year old children as well as 4 year olds will be served at the seven (7) HCHSP centers in the area.

Partnership Responsibilities:

A. ECISD will:

- a. Designate a specific Edinburg contact person to coordinate, support, and evaluate ECISD 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 X ISD involving HCHSP children.
- e. Supplement health services, educational services, parental training and other services as required by the children and their families.
- f. Provide supplemental instructional resources as needed to implement a high quality comprehensive early childhood education program.
- g. Meet monthly or on a regular basis with HCHSP designated personnel to facilitate the instructional process and other services.
- h. Provide an overview of the collaboration with the participating Administrators.
- i. Finance the **ECISD** personnel at 100% of teacher salaries.

B. The **ECISD** 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), and Three-Year-Old Early Learning Guidelines (3 yr. olds).
- b. Attend and/or assist in delivery of collaborative Professional Development for ECISD and HCHSP as deemed appropriate.
- c. Support the HCHSP recruitment process.
- d. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
- e. Attend HCHSP collaboration meetings as deemed necessary during the school year.
- f. Complete and fulfill the required documentation for ECISD and HCHSP with the assistance of both Human Resource Departments
- g. Collaborate with the HCHSP teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
- h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and report on the ECISD Substitute-Employee Management System (SEMS).
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow ECISD requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- k. Comply with any other responsibilities assigned by the immediate supervisor.

C. **HCHSP** will:

- a. Coordinate efforts with ECISD to identify children with special needs and follow the ECISD referral process for identification and services.
- b. Identify personnel who will attend the ARDs conducted by ECISD.
- c. Assist with the distribution, completion, and submission of the required ECISD student enrollment documents within the first week of a child's enrollment.
- d. Coordinate with district staff to transition children to the Edinburg public schools at the end of each school year.
- e. Provide assistance with daily attendance reporting.
- f. Provide information concerning implementation of the integration of services as requested by designated district personnel.
- g. Provide a designated space to store instructional materials.
- h. Meet monthly or as needed with the designated ECISD personnel.

- i. Schedule a time for the HCHSP teacher and ECISD teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
- j. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- k. Finance program operations based on the HCHSP grant.
- l. Provide daily transportation for students on an as-needed basis.

D. Collaboratively **ECISD** 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. Review program operations to avoid duplication of efforts.
- f. Meet on a regular basis to discuss the progress of the collaboration.
- g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **ECISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Collaborate to ensure timely, complete and accurate attendance, PEIMS, and other demographic data
- j. Organize and develop an action plan to maintain and/or increase student enrollment and monitor student attendance
- k. Work together to meet attendance goal.
- l. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- m. Provide family services and parent engagement activities.
- n. Support all events which promote the partnership.
- o. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

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.
- It is expressly understood and agreed that, in the execution of the agreement, **ECISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of ECISD 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 Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- 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.

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 ECISD and their respective elected officials, employees, representatives and agents (collectively "ECISD 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 "ECISD Claims") by any person or entity, arising out of, caused by, or resulting from HCHS'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 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 ECISD 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, ECISD 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 Claims") by any person or entity, arising out of, caused by, or resulting from ECISD'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 ECISD employees, anyone directly employed by the ECISD or anyone for whose acts the ECISD may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any HCHSP 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 ECISD and HCHSP to provide the children the best services available.

René Gutiérrez
Dr. René Gutiérrez
Superintendent of Schools

6/22/16
Date

Hidalgo County Head Start Program

Ramon Garcia
Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores
Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

8-18-16
Date

ATTEST: Arturo Guajardo Jr.
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 8/16/16



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

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

By: [Signature]
Stephen L. Crain

By: [Signature]
Ricardo González

Approved As To Form:
By: [Signature]
Reneé Rodríguez-Betancourt

Date Approved by Policy Council:
Date Approved by Commissioner's Court: