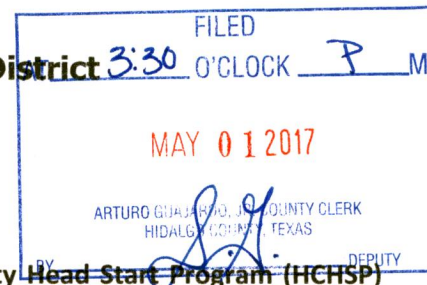


Memorandum of Understanding Between Hidalgo County Head Start Program

And

Mission Consolidated Independent School District 2017-2018



Purpose

This collaborative partnership establishes an Agreement between **Hidalgo County Head Start Program (HCHSP)** and the **Mission Consolidated Independent School District (MISSION CISD)** 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 **MISSION CISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **MISSION CISD** is a public education institution of the state of Texas. **HCHSP** and **MISSION CISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **Mission CISD** School Board) established per applicable statutes 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 **MISSION CISD** 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.

Designated Center Sites

The names and addresses of the **HCHSP** sites that will be served by **MISSION CISD**:

Mission I Head Start
115 Mayberry
Mission, TX. 78572

Mission II Head Start
1105 East 8th Street
Mission, TX. 78572

Mission III Head Start
3401 N. Mayberry
Mission, TX. 78572

Mission IV Head Start
301 South Inspiration
Mission, TX. 78572

Palmview II Head Start
618 Breyfogle Rd.
Palmview, TX. 78574

Palmview III Head Start
1208 Paula Drive, Unit 3
Palmview, TX. 78574

Term

The Term of this Memorandum of Understanding is for one (1) year commencing August 1, 2017 and ending July 31, 2018. Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of August 2018, for a term or other terms as may be subsequently agreed to upon by both parties.

MISSION CISD Responsibilities

MISSION CISD will provide appropriate educational and supportive services to ensure children and families are school ready. **MISSION CISD** 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, 2017, will be dual-enrolled and served by **MISSION CISD** 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 six (6) **HCHSP** centers in the Mission CISD area.

Partnership Responsibilities

A. **MISSION CISD** will:

- a. Assign a **MISSION CISD** 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 **MISSION CISD** 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 **MISSION CISD** Special Education Program.
- g. Arrange for a substitute when the **MISSION CISD** 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 **MISSION CISD** personnel and other resources.

B. The MISSION CISD 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 **MISSION CISD** 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 **MISSION CISD** 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 **MISSION CISD** 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 **MISSION CISD** 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 **MISSION CISD** campuses.
- c. Coordinate efforts with **MISSION CISD** to identify children with special needs and follow the **MISSION CISD** referral process for identification and services.
- d. Identify personnel who will attend the ARDs conducted by **MISSION CISD**.
- e. Assist with the distribution, completion, and submission of the required **MISSION CISD** student enrollment documents within the first week of a child's enrollment.
- f. Coordinate with district staff to transition children to the **MISSION CISD** 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 **MISSION CISD** personnel.
- k. Schedule a time for the **HCHSP** teacher and **MISSION CISD** 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 **MISSION CISD** of any change in license status.

D. Collaboratively MISSION CISD 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 **MISSION CISD** 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

Transportation for children will be provided by the **Hidalgo County Head Start Program**. Assigned **Mission CISD** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

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 **MISSION CISD** 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.

Termination:

Either party may terminate the Agreement, with or without cause, by giving thirty (30) days written notice to the other.

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.

Insurance

At all times during the term of this Memorandum of Understanding (MOU), **HCHSP** and **MISSION CISD** 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 **MISSION CISD** 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 **MISSION CISD** Board of Trustees, and hold harmless **MISSION CISD** and their respective elected officials, employees, representatives and agents (collectively "**MISSION CISD 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 "**MISSION CISD 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, **MISSION CISD** 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 **MISSION CISD'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 **MISSION CISD** employees, anyone directly employed by the **MISSION CISD** or anyone for whose acts the **MISSION CISD** 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.

