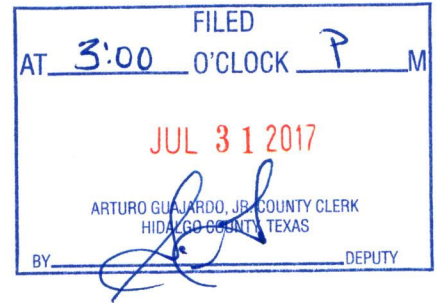


**Memorandum of Understanding between  
Hidalgo County Head Start Program  
And  
Mercedes Independent School District  
2017-2018**



**Purpose:**

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an Agreement between **Hidalgo County Head Start Program (HCHSP)** and the **Mercedes Independent School District (Mercedes ISD)** 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 **Mercedes ISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

**HCHSP** is a governmental entity under the auspices of Hidalgo County. **Mercedes ISD** is a public education institution of the state of Texas. **HCHSP** and **Mercedes ISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and **Mercedes ISD** Board of Trustees) 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 ensure that their respective Board of Directors is 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 **Mercedes ISD** 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 eighty (180) days. The daily operations will be from 7:45 am to 5:15 pm.

**(Note: District Calendar will be developed and approved by both entities.)**

**Center Sites:**

The names and addresses of the **HCHSP** sites that will be serviced by **Mercedes ISD**:

**Mercedes I Head Start Center**  
1100 W. Expressway 83  
Mercedes, TX. 78570

**Term:**

The Term of this Memorandum of Understanding is for one (1) year commencing **August 1, 2017** and ending **July 31, 2018**. 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 of each year for the term of the Head Start grant or other terms as may be subsequently agreed to upon by both parties.

## **Mercedes ISD Responsibilities:**

**Mercedes ISD** will provide appropriate educational and supportive services to ensure children and families are school ready. **Mercedes ISD** 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 **Mercedes ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction by a certified **Mercedes ISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom, and full day services by a Head Start teacher and an assistant teacher with credentials required by **HCHSP** in a designated facility meeting Head Start, Child Care Licensing and school district requirements.

### **Partnership Responsibilities:**

#### **A. Mercedes ISD will:**

- a. Assign a **Mercedes ISD** principal, instructional coach/s, and/or other district liaison to the Weslaco Head Start facilities to provide supervision, oversight, support and evaluation of the **Mercedes ISD** teachers.
- b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive, physical, and social 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 **Mercedes ISD** involving **HCHSP** 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 **Mercedes ISD** Special Education Program.
- g. Provide supplemental instructional resources essential to implement a high quality comprehensive early childhood education program.
- h. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
- i. Provide an overview of the collaboration with the participating Administrators.
- j. Finance the **Mercedes ISD** personnel and other resources as appropriate.
- k. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage \$300,000 per occurrence, and ii) General Aggregate \$600,000 **HCHSP** must be named as an additional insured.

#### **B. The Mercedes ISD Teacher/Staff will:**

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based curriculum, research based assessment tools and the Texas Prekindergarten Guidelines (Updated 2015).
- b. Attend and/or assist in delivery of collaborative Professional Development for **Mercedes ISD** and **HCHSP** teachers/staff as deemed appropriate.
- c. Participate with the **HCHSP** staff in the recruitment of children process.
- d. Implement a curriculum which is research based 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 **Mercedes ISD** and **HCHSP** staffs with the assistance of both Human Resource Departments.
- g. Collaborate and plan 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.
- i. Provide assistance with daily attendance reporting to the school district.
- j. Follow collaboration protocol with any issues/concerns which may arise.
- k. Follow **Mercedes ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
- l. Comply with any other responsibilities assigned by the immediate supervisor.
- m. Coordinate efforts with the **HCHSP** staff to register the children with the district.

C. **HCHSP** will:

- a. Provide classroom space in a state child care licensed facility which meets Head Start and school districts requirements, is appropriately staffed and furnished to deliver Head Start services based on the Head Start Standards, the Head Start Act, Child Care Licensing and district/state requirements.
- b. Coordinate efforts with **Mercedes ISD** to identify children with special needs and follow the **Mercedes ISD** referral process for identification and services.
- c. Identify personnel who will attend the ARDs conducted by **Mercedes ISD**.
- d. Assist with the distribution, completion, and submission of the required **Mercedes ISD** student enrollment documents within the first week of a child's enrollment.
- e. Coordinate with district staff to transition children to the **Mercedes ISD** public schools at the end of each school year.
- f. Provide assistance with daily attendance reporting.
- g. Meet monthly or as needed with the designated **Mercedes ISD** personnel.
- h. Schedule a time for the **HCHSP** teacher and **Mercedes ISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
- i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
- j. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **Mercedes ISD** 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 **Mercedes ISD** and **HCHSP** requirements.
- h. Analyze and share data for program planning and improvement.
- i. Work together to meet attendance goal.
- j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
- k. Provide family services, parent engagement activities and home visits.
- l. Support all events which promote the partnership.
- m. Organize and plan to sustain the partnership and promote a collaborative culture.
- n. Implement strategies to improve children's daily attendance.

## Transportation Services:

Assigned **Mercedes ISD School Readiness Partnership Model** 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.
- It is expressly understood and agreed that, in the execution of the Agreement, **Mercedes ISD** 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 **Mercedes ISD** 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 **Mercedes ISD** and their respective elected officials, employees, representatives and agents (collectively "**Mercedes ISD 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 "**Mercedes ISD 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 **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 **Mercedes ISD** 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, **Mercedes ISD** 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 Mercedes ISD'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 Mercedes ISD employees, anyone directly employed by the Mercedes ISD or anyone for whose acts the Mercedes ISD 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 Mercedes ISD and HCHSP to provide the children the best services available.

**Mercedes Independent School District**

\_\_\_\_\_  
Dr. Daniel Trevino, Superintendent of Schools

\_\_\_\_\_  
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

\_\_\_\_\_  
Date

*7-26-17*

APPROVED BY  
COMMISSIONERS' COURT  
ON: *7/25/17*

**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