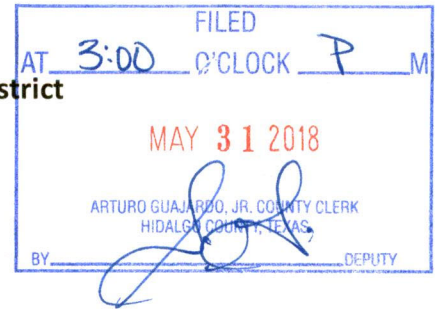


**Memorandum of Understanding between  
Hidalgo County Head Start Program  
And  
Edinburg Consolidated Independent School District  
2018-2021**



**Purpose:**

This collaborative partnership, the **School Readiness Partnership Model (SRPM)**, establishes an agreement between **Hidalgo County Head Start Program (HCHSP)** and the **EDINBURG CONSOLIDATED SCHOOL DISTRICT (EDINBURG CISD)** 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 **EDINBURG CISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

**HCHSP** is a component of Hidalgo County, Texas, a governmental entity. **EDINBURG CISD** is a public education institution of the state of Texas. **HCHSP** and **EDINBURG CISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and EDINBURG CISD 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 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 **EDINBURG 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 be agreed upon by both parties during the months of August through June. 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 **EDINBURG CISD**:

|   |   |   |  |
|---|---|---|--|
| <b>Edinburg I Head Start</b><br>225 South 25 <sup>th</sup> Street<br>Edinburg, TX 78539 | <b>Edinburg II Head Start</b><br>1200 North 1 <sup>st</sup><br>Edinburg, TX 78539 | <b>Edinburg III Head Start</b><br>3817 Veterans Blvd.<br>Edinburg, TX 78539 | <b>Edinburg IV Head Start</b><br>3215 Richardson Rd.<br>Edinburg, TX 78539 |
| <b>Edinburg V Head Start</b><br>3500 E. FM 2812<br>Edinburg, TX 78539                   | <b>San Carlos Head Start</b><br>134 N. 86<br>Edinburg, TX 78539                   | <b>UT-RGV Head Start</b><br>1201 W. University Drive<br>Edinburg, TX 78539  |  |

**Term:**

The Term of this Memorandum of Understanding is for two years and eleven months commencing **August 1, 2018** and ending **June 30, 2021**.

**EDINBURG CISD Responsibilities:**

**EDINBURG CISD** will provide appropriate educational and supportive services to ensure children and families are school ready. **EDINBURG 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<sup>st</sup> of each school year, will be dual-enrolled and served by **EDINBURG CISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **EDINBURG CISD** 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. In addition, the Children's Learning Institute, hereinafter referred to as CLI, at The University of Texas Health Science Center at Houston will provide opportunities for both organizations to collaborate and share student-level information through the online platform, CLI Engage. The purpose is to provide a framework for CLI to establish student-level permissions in CLI Engage shared between both parties.

**Partnership Responsibilities:**

**A. EDINBURG CISD will:**

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

**B. The EDINBURG CISD Teacher/Staff will:**

- a. Provide 3 hours of daily instruction in cognitive development, physical, or social to the **HCHSP** children utilizing a research based State Adopted Curriculum the Texas Pre-kinder Guidelines (up dated 2015).
- b. Attend and/or assist in delivery of collaborative Professional Development for **EDINBURG CISD** and **HCHSP** 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 **EDINBURG CISD** 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 and utilize the Substitute System to obtain a designated substitute.
- i. Follow collaboration protocol with any issues/concerns which may arise.
- j. Follow **EDINBURG CISD** 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.
- l. Coordinate efforts with the **HCHSP** staff to enroll the children in 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 **EDINBURG CISD** to identify children with special needs and follow the **EDINBURG CISD** referral process for identification and services.
- c. Identify personnel who will attend the ARDs conducted by **EDINBURG CISD**.
- d. Assist with the distribution, completion, and submission of the required **EDINBURG CISD** student enrollment documents within the first week of a child's enrollment.
- e. Coordinate with district staff to transition children to the EDINBURG CISD 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 **EDINBURG CISD** personnel.
- h. Schedule a time for the **HCHSP** teacher and **EDINBURG CISD** 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.
- k. Will upload student-level data into CLI Engage.

**D. Collaboratively EDINBURG 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. 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 **EDINBURG CISD** 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. No collaboration will be established for sharing and viewing student-level data in CLI Engage until this MOU has been approved by both parties.
- o. CLI will establish student-level data viewing and editing permissions for collaboration classrooms after a copy of the signed document and specific classroom collaboration details are received by CLI.
- p. Specific collaboration details of classes, teachers, and students must be provided to CLI before can collaborations are established in the CLI Engage database:
  - 1. Each party will designate a primary contact for all collaborations in the addendum.
  - 2. Collaboration information must be submitted to CLI in the approved format that includes the names of both parties, schools, and teacher(s) assigned to the shared classrooms.
  - 3. Primary contacts from both parties will approve collaboration details in writing via email.
- q. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- r. Both parties will be able to view and edit data for only those classes approved by both parties.
- s. Users with CLI Engage accounts will have the following level of access to view student-level data:
  - 1. Community/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
  - 2. Principal/Directors will only have access to view and edit student-level data for classes at schools that they are assigned to view.
  - 3. School Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
  - 4. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
- t. The parties will establish which party will upload student-level data into CLI Engage.
- u. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- v. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- w. CLI will require written consent from both parties before any changes are made to student-level permission for users who have access to view and edit student-level data.

### Collaboration Classrooms

CLI will establish permissions for **ECISD** staff and **HCHSP** staff to view and edit student-level data for the schools and classes listed in the table below. Specific details for each classrooms must be received by CLI in the approved format, with written approval via email by both parties before collaborations will be established in the CLI Engage database.

| <b>PARTNER 1</b>          | <b>School Name</b>    | <b>Teacher</b> | <b>PARTNER 2</b> | <b>School Name</b>  | <b>Teacher</b>      | <b>Classroom</b> |
|---------------------------|-----------------------|----------------|------------------|---------------------|---------------------|------------------|
| Hidalgo County Head Start | Edinburg I Head Start | Joni Ramirez   | Edinburg CISD    | Crawford Elementary | Cintia Trevino (AM) | 1                |
| Hidalgo County Head Start | Edinburg I Head Start | Noemi Aguirre  | Edinburg CISD    | Crawford Elementary | Martha Cavazos (PM) | 2                |

|                           |                         |                        |               |                         |                          |    |
|---------------------------|-------------------------|------------------------|---------------|-------------------------|--------------------------|----|
| Hidalgo County Head Start | Edinburg I Head Start   | Eva Quintero           | Edinburg CISD | Crawford Elementary     | Cintia Trevino (AM)      | 3  |
| Hidalgo County Head Start | Edinburg II Head Start  | Gloria Garza           | Edinburg CISD | Monte Cristo Elementary | Sandra Luevano (PM)      | 1  |
| Hidalgo County Head Start | Edinburg II Head Start  | Michele Hernandez      | Edinburg CISD | Monte Cristo Elementary | Sandra Luevano (AM)      | 2  |
| Hidalgo County Head Start | Edinburg III Head Start | Belen Tijerina         | Edinburg CISD | Villarreal Elementary   | Arlen Garcia (PM)        | 1  |
| Hidalgo County Head Start | Edinburg III Head Start | Delia Maldonado        | Edinburg CISD | Villarreal Elementary   | Martha Cavazos (AM)      | 2  |
| Hidalgo County Head Start | Edinburg III Head Start | Lolly Escobedo         | Edinburg CISD | Villarreal Elementary   | Arlen Garcia (AM)        | 3  |
| Hidalgo County Head Start | Edinburg IV Head Start  | Maria J. Casarez       | Edinburg CISD | Eisenhower Elementary   | Ashley Olivarez (PM)     | 1  |
| Hidalgo County Head Start | Edinburg IV Head Start  | Irma Diaz              | Edinburg CISD | Eisenhower Elementary   | Roxanne Rios (PM)        | 2  |
| Hidalgo County Head Start | Edinburg IV Head Start  | Blanca E. Balli        | Edinburg CISD | Eisenhower Elementary   | Darlene Gonzalez (PM)    | 3  |
| Hidalgo County Head Start | Edinburg IV Head Start  | Sofia Flores           | Edinburg CISD | Eisenhower Elementary   | Imelda Sanchez (AM)      | 4  |
| Hidalgo County Head Start | Edinburg IV Head Start  | Aracelie Hernandez     | Edinburg CISD | Eisenhower Elementary   | Roxanne Rios (AM)        | 5  |
| Hidalgo County Head Start | Edinburg IV Head Start  | Liza Ramirez           | Edinburg CISD | Eisenhower Elementary   | Ashley Olivarez (AM)     | 6  |
| Hidalgo County Head Start | Edinburg IV Head Start  | Fernando Quiroz        | Edinburg CISD | Eisenhower Elementary   | Cecelia Carrera (AM)     | 7  |
| Hidalgo County Head Start | Edinburg IV Head Start  | Irene Corpus           | Edinburg CISD | Eisenhower Elementary   | Darlene Gonzalez (AM)    | 8  |
| Hidalgo County Head Start | Edinburg IV Head Start  | Maria de Jesus Morales | Edinburg CISD | Eisenhower Elementary   | Cecilia Carrera (PM)     | 9  |
| Hidalgo County Head Start | Edinburg IV Head Start  | Leddie Olivarez        | Edinburg CISD | Eisenhower Elementary   | Imelda Sanchez (PM)      | 10 |
| Hidalgo County Head Start | Edinburg V Head Start   | Alondra Torres         | Edinburg CISD | Carmen Avila Elementary | Maria Flores (AM)        | 1  |
| Hidalgo County Head Start | Edinburg V Head Start   | San Juanita Moreno     | Edinburg CISD | Carmen Avila Elementary | Maria Flores (PM)        | 2  |
| Hidalgo County Head Start | Edinburg V Head Start   | Loretta Gutierrez      | Edinburg CISD | Carmen Avila Elementary | Maria Singleterry (AM)   | 3  |
| Hidalgo County Head Start | Edinburg V Head Start   | Dora Rodriguez         | Edinburg CISD | Carmen Avila Elementary | San Juanita Mireles (AM) | 4  |
| Hidalgo County Head Start | Edinburg V Head Start   | Rachel Garcia          | Edinburg CISD | Carmen Avila Elementary | San Juanita Mireles (PM) | 5  |
| Hidalgo County Head Start | Edinburg V Head Start   | Ninfa Uresti           | Edinburg CISD | Carmen Avila Elementary | Elizabeth Ramos (AM)     | 6  |
| Hidalgo County Head Start | Edinburg V Head Start   | Laura Valladares       | Edinburg CISD | Carmen Avila Elementary | Elizabeth Ramos (PM)     | 7  |

|                           |                       |                    |               |                         |                        |   |
|---------------------------|-----------------------|--------------------|---------------|-------------------------|------------------------|---|
| Hidalgo County Head Start | Edinburg V Head Start | Nancy Solis        | Edinburg CISD | Carmen Avila Elementary | Maria Singleterry (PM) | 8 |
| Hidalgo County Head Start | UT RGV Head Start     | Esmeralda Fuentes  | Edinburg CISD | E.B. Guerra Elementary  | Blanca Rivera (PM)     | 1 |
| Hidalgo County Head Start | UT RGV Head Start     | Lucinda Molano     | Edinburg CISD | E.B. Guerra Elementary  | Blanca Rivera (AM)     | 2 |
| Hidalgo County Head Start | San Carlos Head Start | Terri Garcia       | Edinburg CISD | J.F. Kennedy Elementary | Lorena Trevino (AM)    | 1 |
| Hidalgo County Head Start | San Carlos Head Start | Gloria Munoz       | Edinburg CISD | J.F. Kennedy Elementary | Noelia Serna (PM)      | 2 |
| Hidalgo County Head Start | San Carlos Head Start | Maria I. Hernandez | Edinburg CISD | J.F. Kennedy Elementary | Noelia Serna (AM)      | 3 |
| Hidalgo County Head Start | San Carlos Head Start | Daina Castillo     | Edinburg CISD | J.F. Kennedy Elementary | Lorena Trevino (PM)    | 4 |

### Primary Contacts

Both partners must provide the name and contact information for the person who will approve collaboration details for classrooms on CLI Engage. Staff at the Children’s Learning Institute will direct all communication regarding collaboration classrooms to the persons listed below.

#### Partner 1:

Name: Rebecca Villarreal  
 Title: Administrator for Education  
 Email: [Rebecca.villarreal@hchsp.org](mailto:Rebecca.villarreal@hchsp.org)  
 Phone Number: (956) 383-0706

#### Partner2:

Name: Patricio Escamilla  
 Title: Migrant Department Coordinator  
 Email: [pescamilla@ecisd.us](mailto:pescamilla@ecisd.us)  
 Phone Number: (956) 289-2300 Ext:2103

### Transportation Services:

Assigned **EDINBURG CISD 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, **EDINBURG CISD** 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 **EDINBURG 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.
- 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.

**Termination:**

Either party may terminate the Agreement, with or without cause, by giving a 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 **EDINBURG 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 **EDINBURG CISD** agree to carry insurance in the amounts show 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  | \$1,000,000 |
| 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 Personal 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 **EDINBURG CISD** and their respective elected officials, employees, representatives and agents (collectively “**EDINBURG 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 “**EDINBURG CISD 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 **EDINBURG CISD** Indemnatee 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, **EDINBURG 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 **EDINBURG 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 **EDINBURG CISD** employees, anyone directly employed by the **EDINBURG CISD** or anyone for whose acts the **EDINBURG 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** Indemnatee 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 **EDINBURG CISD** and **HCHSP** to provide the children the best services available.

**Edinburg Consolidated Independent School District**

\_\_\_\_\_  
Dr. Rene Gutierrez, 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

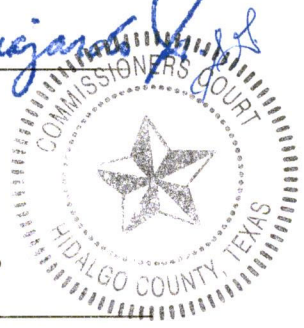
5/29/18  
\_\_\_\_\_  
Date

5-24-18  
\_\_\_\_\_  
Date

APPROVED BY  
COMMISSIONERS' COURT  
ON: 5/22/18

ATTEST: Arturo Guajardo, Jr.  
\_\_\_\_\_

Arturo Guajardo, Jr.  
Hidalgo County Clerk



Approved As To Form:  
Atlas, Hall & Rodriguez, LLP  
By: Stephen L. Crain  
\_\_\_\_\_

Approved As To Form:  
Oxford & González, P.C.  
By: Ricardo González  
\_\_\_\_\_

Date Approved by Policy Council: 05-16-2018  
Date Approved by Commissioner's Court: 05-22-2018