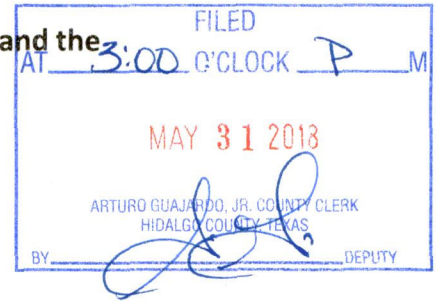


**Memorandum of Understanding Between
Pharr-San Juan- Alamo Independent School District and the
Hidalgo County Head Start Program
2018-2021**



Purpose:

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

HCHSP is a component of Hidalgo County, Texas, a governmental entity. **PSJA ISD** is a public education institution of the state of Texas. **HCHSP** and **PSJA ISD** 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 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 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 **PSJA 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 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.)

Designated Center Sites:

Designated sites are located in District owned buildings and playground space whereby utilities and maintenance of facilities and playgrounds are provided by the District.

The names and addresses of the **HCHSP** sites that will be served by **PSJA ISD**:

Carmen Anaya Head Start 1000 W. Dicker Road Pharr, TX. 78577	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
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Term:

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

PSJA ISD Responsibilities:

PSJA ISD will provide appropriate educational and supportive services to ensure children and families are school ready. **PSJA 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 1st of each school year will be dual-enrolled and served by **PSJA ISD** and **HCHSP**. Collaboratively, the children will receive **6 hours** of instruction in cognitive development by bilingual early childhood education Texas certified teacher under the school Readiness Partnership Model (SRPM). The dual-enrolled Pre-K children will be collaboratively served at the designated elementary campuses in **PSJA ISD**. 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. PSJA ISD 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. Assign a **PSJA ISD** principal, instructional coach/s, and/or program specialist to the designated center to provide supervision, oversight, support and evaluation of the ISD teachers.
- c. Provide certified early childhood bilingual teachers to **deliver 6 hours** of instruction in cognitive development to participating **HCHSP** children.
- d. 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.
- e. Permit **HCHSP** representatives to attend ARDs conducted by **PSJA ISD** involving Head Start children.
- f. Supplement health services, educational services, parental training and other services as required by the children and their families.
- g. Assign special education teachers to provide services to children who are identified in need of special services through the **PSJA ISD** Special Education Program.
- 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 **PSJA ISD** personnel and other resources.

B. The PSJA ISD Teacher/Staff will:

- a. Provide 6 hours of daily instruction in cognitive development to the **HCHSP** children utilizing the Texas State Pre-Kindergarten Guidelines, the Head Start Early Learning Outcomes Framework, research-based curricula for three years old and four years old, and research based assessment tools to guide instruction.
- b. Attend and/or assist in delivery of collaborative Professional Development for **PSJA ISD** and **HCHSP** as deemed appropriate.
- c. Participate with the **HCHSP** staff in the 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 **PSJA ISD** 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.
- i. Provide assistance with daily attendance reporting.
- j. Follow collaboration protocol with any issues/concerns which may arise.
- k. Follow **PSJA 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 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 **PSJA ISD** campuses.
- c. Coordinate efforts with **PSJA ISD** to identify children with special needs and follow the **PSJA ISD** referral process for identification and services.
- d. Identify personnel who will attend the ARDs conducted by **PSJA ISD**.
- e. Assist with the distribution, completion, and submission of the required **PSJA ISD** student enrollment documents within the first week of a child's enrollment.
- f. Coordinate with district staff to transition children to the **PSJA ISD** 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 **PSJA ISD** personnel.
- k. Schedule a time for the **HCHSP** and **PSJA ISD** teacher to 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 **PSJA ISD** of any change in license status.
- o. Will upload student level data into CLI Engage.

D. Collaboratively PSJA 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 **PSJA 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, plan and develop a plan to sustain the partnership and promote a collaborative culture.
- n. Develop a Collaboration Guide which details the partnership and its daily operation.
- o. Implement strategies to improve children's daily attendance.

- p. No collaboration will be established for sharing and viewing student-level data in CLI Engage until this MOU has been approved by both parties.
- q. 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.
- r. 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.
- s. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- t. Both parties will be able to view and edit data for only those classes approved by both parties.
- u. 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.
- v. The parties will establish which party will upload student-level data into CLI Engage.
- w. This Agreement will be renewed when additional classes are added as a part of the collaboration.
- x. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
- y. 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 **PSJA ISD** 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.

PARTNER 1	School Name	Teacher	PARTNER 2	School Name	Teacher	Classroom
Hidalgo County Head Start	Carmen Anaya Head Start	Maria Gonzalez	Pharr-San Juan-Alamo ISD	Carmen Anaya Elementary	Jennifer Rivera	1
Hidalgo County Head Start	Carmen Anaya Head Start	Roxanna Santana	Pharr-San Juan-Alamo ISD	Carmen Anaya Elementary	Erika Salinas	2
Hidalgo County Head Start	Carmen Anaya Head Start	Crystal Ramirez	Pharr-San Juan-Alamo ISD	Carmen Anaya Elementary	Idalia Casas	3
Hidalgo County Head Start	Carmen Anaya Head Start	Daisy Marin	Pharr-San Juan-Alamo ISD	Carmen Anaya Elementary	Flor Villalobos	4
Hidalgo County Head Start	Farias Head Start	Gracie Salazar	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Matiana Garza	1
Hidalgo County Head Start	Farias Head Start	Neela Rodriguez	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Leonor Pina	2
Hidalgo County Head Start	Farias Head Start	Elisa Rios	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Dahlia Gonzalez	3
Hidalgo County Head Start	Farias Head Start	Cynthia Ibarra	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Luis Segura	4
Hidalgo County Head Start	Farias Head Start	Nina Del Angel	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Anabel Tapia	5
Hidalgo County Head Start	Farias Head Start	Margarita Villa	Pharr-San Juan-Alamo ISD	Zeferino Farias Elementary	Nimea Bradford	6
Hidalgo County Head Start	Longoria Head Start	Linda C. Garza	Pharr-San Juan-Alamo ISD	Raul Longoria Elementary	Hermelinda Gonzalez	1
Hidalgo County Head Start	Longoria Head Start	Patricia Cavazos	Pharr-San Juan-Alamo ISD	Raul Longoria Elementary	Crystal Dennett	2
Hidalgo County Head Start	Longoria Head Start	Linda Villarreal	Pharr-San Juan-Alamo ISD	Raul Longoria Elementary	Cynthia Pena	3
Hidalgo County Head Start	Longoria Head Start	Monica Garcia	Pharr-San Juan-Alamo ISD	Raul Longoria Elementary	Veronica Gomez	4
Hidalgo County Head Start	Palacios Head Start	Jorge Castaneda	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Alejandra Salinas	1
Hidalgo County Head Start	Palacios Head Start	Nicole Perez	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Adriana Martinez	2
Hidalgo County Head Start	Palacios Head Start	Clarissa Cruz	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Yolanda Quiroz	3
Hidalgo County Head Start	Palacios Head Start	Lenny Sanchez	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Josie Alvarado	4
Hidalgo County Head Start	Palacios Head Start	Brenda De Leon	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Julie Robie	5

Hidalgo County Head Start	Palacios Head Start	Daisy Lerma	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Blanca Gonzales	6
Hidalgo County Head Start	Palacios Head Start	Miguel Cruz	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Belinda Lopez	7
Hidalgo County Head Start	Palacios Head Start	Rosalinda Rivas	Pharr-San Juan-Alamo ISD	Berta Palacios Elementary	Brenda Villarreal	8

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
 Phone Number: (956) 383-0706

Partner2:

Name: Connie Casas
 Title: Early Start PR School Principal
 Email: consuelo.casa@psjaisd.us
 Phone Number: (956) 354-2064 Ext: 1216

Transportation Services:

- a. **PSJA ISD** will provide transportation services to and from the campus to accommodate needs of children to be served. At a maximum, maintenance and fuel cost will be borne by the district.
- b. **HCHSP** will provide appropriate safety restraint equipment to accommodate all children who will be transported to **PSJA ISD** facilities. The safety child alarm system will also be installed in each bus used.
- c. Transportation staff will be required to meet **PSJA ISD** 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 **PSJA 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.

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 **PSJA ISD** 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 **PSJA ISD** 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 **PSJA ISD** Board of Trustees, and hold harmless **PSJA ISD** and their respective elected officials, employees, representatives and agents (collectively “**PSJA 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 “**PSJA ISD 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, **PSJA 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 **PSJA 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 **PSJA ISD** employees, anyone directly employed by the **PSJA ISD** or anyone for whose acts the **PSJA 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 **PSJA ISD** and **HCHSP** to provide the children the best service available

Consideration:

This Agreement is being made in consideration of the following: **Pharr-San Juan-Alamo Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Pharr-San Juan-Alamo Independent School District

Dr. Daniel P. King, Superintendent of Schools

Date

Hidalgo County Head Start Program

Ramon Marcia
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 *mr*

ATTEST:

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



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

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

By: Stephen L. Crain
Stephen L. Crain

By: Ricardo González
Ricardo González

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