

**Revised and Restated
Memorandum of Understanding between
Hidalgo County Head Start Program
And
Mercedes Independent School District
2021-2024**



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 component of Hidalgo County, Texas, a governmental entity. **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 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 Site:

Designated site is located in District owned building and playground space. The name and address of the HCHSP site that will be served by the Mercedes Independent School District:

<p style="text-align: center;">Mercedes Head Start Center 950 W. 6th Street Mercedes, TX 78570</p>
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Term:

The Term of this Memorandum of Understanding is for three (3) years commencing **July 1, 2021** and ending **June 30, 2024**.

Facility:

The **Mercedes ISD** hereby agrees to provide eight (8) classrooms located in the **Mercedes ISD Administration** building, a kitchen area for food preparation, administrative office spaces, parking space for parents, and a playground area on a year round basis for **Head Start** to conduct its Early Childhood Development Program. **Head Start** agrees to pay for utilities, including but not limited to, lighting, heating, ventilation, air conditioning, and water. Utility cost will be prorated by the parties based on the square footage occupied by **Head Start**. **Head Start** shall coordinate all programs and schedules with the assigned Liaison of the **Mercedes Independent School District**. **Head Start** assumes responsibility and liability arising from, associated with or in any way connected to the storage of all property of **Head Start** on the premises of the **Mercedes Independent School District**. In connection therewith and not in any way limiting the foregoing, **Head Start** expressly assumes all liability and responsibility for theft or damages to property of **Head Start** located on the premises of the **Mercedes Independent School District**.

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 services 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 to 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 **MERCEDES ISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development 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. 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. MERCEDES ISD will:

- a. Assign a **MERCEDES ISD** principal, instructional coach and/or other district liaison to the Hidalgo Head Start facility 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 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 **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 to 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 ea. 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.
- b. Participate and/or assist in delivery of collaborative Professional Development for **MERCEDES ISD** and **HCHSP** as deemed appropriate and to include development of proficiency in the use of the interactions defined in the Classroom Assessment Scoring System (CLASS).
- c. Participate with the **HCHSP** staff in the recruitment of children.
- d. Implement a curriculum which is research based designed to support the child's social, emotional, cognitive, and physical development aligned with the Head Start Early Learning Outcomes Framework and the Texas Pre-Kindergarten Guidelines (Updated 2015).
- e. Attend **HCHSP** collaboration meetings as appropriate during the school year.
- f. Complete and fulfill the staff requirements for delivery of services by both the **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 enroll the children in the district.

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 **MERCEDES ISD** campuses.
- c. 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.
- d. Coordinate efforts with **MERCEDES ISD** to identify children with special needs and follow the **MERCEDES ISD** referral process for identification and services.

- e. Identify personnel who will attend the ARDs conducted by **MERCEDES ISD**.
- f. Assist with the distribution, completion, and submission of the required **MERCEDES ISD** student enrollment documents within the first week of a child's enrollment.
- g. Coordinate with district staff to transition children to the **MERCEDES ISD** public schools or the district where the child resides at the end of each school year.
- h. Provide assistance with daily attendance reporting.
- i. Meet monthly or as needed with the designated **MERCEDES ISD** personnel.
- j. 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.
- k. Ensure that the classroom meets the adult/child ratio as required by state and federal standards.
- l. Finance program operations based on the **HCHSP** grant.
- m. Upload student-level data into CLI Engage.
- n. Meet and maintain Texas Child Care Licensing requirements and produce a copy of current license and promptly inform **MERCEDES ISD** of any changes in license status.

D. Collaboratively MERCEDES ISD and HCHSP will:

- a. Implement an early childhood program utilizing best early childhood teaching 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, and participate in 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. Collaborate to establish sharing and viewing student-level data in CLI Engage AFTER this MOU has been approved by both parties.

CLI Requirements for Collaboration Classrooms:

- a. 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.
- b. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
 1. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
 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.
- c. Only dually-enrolled students in collaboration classrooms will be shared by both parties.
- d. Both parties will be able to view and edit data for only those classes approved by both parties.
- e. Users with CLI Engage accounts will have the following level of access to view student-level data:

1. HCHSP/District Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
 2. Principal/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
 3. School/HCHSP 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.
- f. The parties will establish which party will upload student-level data into CLI Engage.
 - g. This MOU will be renewed when additional classes are added as a part of the collaboration.
 - h. Either party can request that access to view and edit student-level information can be removed from the other party at any time.
 - i. 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.

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 primary contacts.

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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. This Memorandum of Understanding is performable in Hidalgo County, Texas.

- g. 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 ninety (90) 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 **MERCEDES 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 **MERCEDES 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	\$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 **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** 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, **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** 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 **MERCEDES ISD** and **HCHSP** to provide the children the best services available.

Mercedes Independent School District

Carolyn Mendiola
Superintendent of Schools

Date

Hidalgo County Head Start Program

Richard Flores

Honorable Richard Cortez
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

Date

ATTEST:

Arturo Guajardo, Jr.

Arturo Guajardo, Jr.
Hidalgo County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 6-25-21 MM

Approved As To Form:

Ricardo González, P.C.
DBA, Oxford & González

By: *Ricardo González*

Ricardo González