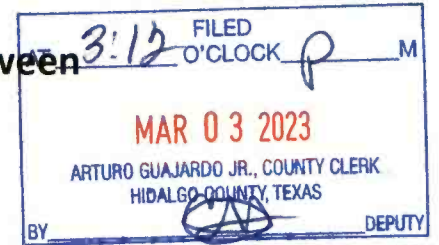


# Memorandum of Understanding Between

*Hidalgo County Head Start Program*

*And*

*Donna Independent School District*



The **Hidalgo County Head Start Program (HCHSP)** and **Donna Independent School District (Donna ISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire Memorandum of Understanding (**MOU**) between the **HCHSP** and **Donna ISD** may not be amended except by a written document signed by **HCHSP** and **Donna ISD**.

## **Donna Independent School District "Donna ISD" will:**

- A. Diagnose and document children referred from the **HCHSP** upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.
- B. With written parental consent, notify the **HCHSP's** staff in writing of the Individual Education Plan (IEP) meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.
- C. Access to special education and related services provided by the **Donna ISD** within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.
- D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.
- E. Provide necessary special education and related services in accordance with the state and federal statutes and regulations to dually enrolled children.
- F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).
- G. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible. Head Start Performance Standards 1302.61 (c)(v).
- H. Provide the **HCHSP** with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.
- I. Address transition on IEP for those children exiting Head Start and enrolling with the Local Education Agency (LEA).
- J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- K. Special Education and related services will be provided by personnel meeting state licensure qualifications.
- L. Complete as fulfill the required documentations for the **Donna ISD** and the **HCHSP** staff with the assistance

of both Human Resources Departments.

- M. Follow **Donna ISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

**Hidalgo County Head Start “HCHSP” will:**

- A. Assist the **Donna ISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).
- B. Participate in joint training for staff and parents.
- C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.
- D. Address transition on IEP for those children exiting Head Start and enrolling with LEA.
- E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).
- F. Participate in the **Donna ISD’s** December 1<sup>st</sup> child count as appropriate.
- G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.
- H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.
- I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.
- J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- K. Maintain the children’s, families’, and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients’ prior written consent and approval.
- L. Follow CDC Guidelines and HCHSP work safe plans due to COVID-19 pandemic.

**Collaboration Efforts between Donna Independent School District and HCHSP:**

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency’s or program’s ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

**Termination:**

Either party may terminate the **MOU**, with or without cause, by giving ten (10) days written notice to the other.

**Term:**

This **MOU** is in effect commencing on **March 1, 2023** and ending on **June 30, 2028**, unless earlier terminated as provided herein.

**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.

**Consideration:**

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

**Donna Independent School District**

\_\_\_\_\_  
*Angela Dominguez, Superintendent of Schools*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Sylvia Cardenas, Special Education Director*

\_\_\_\_\_  
Date

**Hidalgo County Head Start Program**

\_\_\_\_\_  
*Richard Cortez*

Honorable Richard Cortez  
Hidalgo County Judge

\_\_\_\_\_  
*Irma Peña*

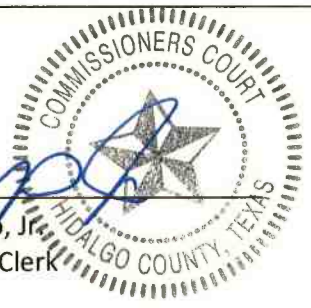
Irma Peña, Executive Director  
Hidalgo County Head Start Program

\_\_\_\_\_  
Date

\_\_\_\_\_  
*2/23/2023*  
Date

**ATTEST:**

\_\_\_\_\_  
*Arturo Guajardo, Jr.*  
Arturo Guajardo, Jr.  
Hidalgo County Clerk



APPROVED BY  
COMMISSIONERS COURT  
ON: 2/17/23 *[Signature]*

**Approved As To Form:**

Oxford & González, P.C.

By: \_\_\_\_\_  
*[Signature]*  
Ricardo González, P.C.  
DBA, Oxford & González