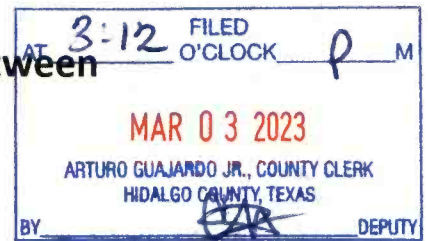


Memorandum of Understanding Between

Hidalgo County Head Start Program

And

McAllen Independent School District



The **Hidalgo County Head Start Program (HCHSP)** and **McAllen Independent School District (MISD)** 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 herein shall constitute the entire Memorandum of Understanding (**MOU**) between the **HCHSP** and **MISD** and may not be amended except by a written document signed by **HCHSP** and **MISD**.

McAllen Independent School District "MISD" will:

- A. Diagnose and document the results of 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 the written consent of the parent(s) 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. Provide special education and related services 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. Provide 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, in accordance with 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. Provide Special Education and related services by personnel meeting state licensure qualifications;
- L. Complete and fulfill the required documentation for **MISD** and the **HCHSP** staff with the assistance of both Human Resources Departments; and

- M. Follow **MISD** 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 **MISD** 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 **MISD’s** Fall PEIMS Snapshot 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 parent or guardian’s prior written consent and approval; and
- L. Follow CDC Guidelines and HCHSP work safe plans due to Covid-19 pandemic.

Collaboration Efforts between McAllen 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, and
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis and 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 **July 1, 2023** and terminates 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: **McAllen Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation.

Executed and effective as of the date of the last signature shown herein below.

McAllen Independent School District

Dr. Jose A. Gonzalez, Superintendent of Schools

Date

Maribelle Elizondo, Special Education Director

Date

Hidalgo County Head Start Program

Richard Cortez

Irma Peña

Honorable Richard Cortez
Hidalgo County Judge

Irma Peña, Executive Director
Hidalgo County Head Start Program

Date

2/27/2023

Date

ATTEST:

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



APPROVED BY
COMMISSIONERS COURT
ON: *2/17/23*

Approved As To Form:

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

By: _____
Ricardo González