

**BOARD OF TRUSTEES
AGENDA**

<input type="checkbox"/> Workshop	<input type="checkbox"/> Regular	<input type="checkbox"/> Special
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- (A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) Action Item

Presenter(s): MR. GILBERTO GONZALEZ, SUPERINTENDENT OF SCHOOLS

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE A MEMORANDUM OF AGREEMENT BETWEEN EAGLE PASS ISD AND TMC MIGRANT SEASONAL HEAD START.

- (C) **Funding source: Identify the source of funds if any are required.**

- (D) **Clarification: Explain any question or issues that might be raised regarding this item.**



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CHIEF EXECUTIVE OFFICER**
JOHN F. GONZALES

August 29, 2017

Eagle Pass I.S.D.
1420 Eidson Road
Eagle Pass, TX 78852

Re: Collaborative Agreement Review

Dear Gilberto Gonzalez :

On behalf of TMC's Migrant Seasonal Head Start Program, allow me to express our gratitude for the collaboration that exists with your agency. Together we serve and meet the needs of the children in our community.

The intent of this letter is to inform you that the collaborative agreement TMC entered with you on 9/1/17 is due for review as stipulated within the agreement. Please find the enclosed copy of the original document. If existing conditions continue to be satisfactory, sign and return this letter at your earliest convenience as acceptance of renewal of the collaborative agreement. Should you find that an amendment is necessary, please call me immediately so that we may address the matter expeditiously.

We look forward to our continued partnership and wish to thank you in advance for the opportunity to work together in preparing our children for success.

Sincerely,

Contract # 7295

Melissa Garcia
PFCE Coordinator
TMC MSHS
414 E. Zavala Street
Crystal City, TX 78839
(830) 374-3496
(888)354-3496
melissa.garcia@mail.tmccentral

Signature of Superintendent of Designee

Date: _____

**A Memorandum of Agreement Between
Eagle Pass Independent School District, Maverick County, and TMC Migrant Seasonal Head Start**

I. Parties to the Agreement

- A. Eagle Pass Independent School District; and
- B. TMC Migrant Seasonal Head Start (TMC MSHS)

II. Purpose of the Agreement

The intent of this agreement is to enter into a memorandum of agreement to institute a working procedure between Eagle Pass ISD and TMC Migrant Seasonal Head Start (TMC MSHS) for the provision of providing services to children transitioning into the public school system, or local education agency and/or services to eligible children for Early Childhood: Special Education Program in compliance with Federal and State laws and regulations. TMC MSHS program and the Eagle Pass ISD will:

- A. Improve availability and the quality of services for the geographic service area of the TMC MSHS Program's children, age three through compulsory age, and their families
- B. Support children's optimal development and readiness for school entry and success
- C. Address the unique strengths and needs of the local populations, such as homeless, migrant, or non-English speaking families
- D. Promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate
- E. Promote further collaboration to reduce duplication and enhance efficiency of services
- F. Define the roles and responsibilities of the named parties toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of education and non-educational services
- G. Coordinate a comprehensive system of activities, policies, and procedures among the named parties which guide and support their delivery of services to children and their families
- H. Address the legal requirements of both parties and arrangements for collaborative efforts when families, communities, and program mutually benefit
- I. Assurance of eligible children for the Special Education Program receive a free and appropriate public education within the least restrictive environment setting as required by law.

III. Program Description and Mandates

- A. TMC MSHS is a nation-wide Federal grant program funded by the U.S. Department of Health and Human Services. It is a comprehensive child development program for families with young children in the areas of education, social services, health, and family involvement. Head Start preschool programs provide services to children from 3 years old to compulsory school age and their families.

TMC MSHS is mandated to assume a leadership role in the development of partnerships with community agencies and service providers. Each Head Start Program must have a written agreement with the local school systems (LSS) or local education agencies to coordinate and collaborate to best meet the needs of children and their families.

TMC MSHS is responsible for coordination and collaboration with the appropriate local entity responsible for managing publicly funded preschool programs in the service area of the

Head Start agency as mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007."

- B. This agreement is being executed in part to fulfill congressional mandates (Equal Opportunity Act Amendments of 1972 P.L. 92-424, and Rehabilitation Act of 1973 – P.L. 93-112, and Improving Head Start for School Readiness Act of 2007, 42 USC 9801) requiring Head Start Programs to recruit, enroll, and provide services to children with disabilities; and congressional mandates (Individuals with Disabilities Education Improvement Act, (IDEA, 2004) which makes the Local Education Agency the responsible party in providing free appropriate education to all children with disabilities ages 3-21 in the least restrictive environment. Additional responsibilities to both agencies include, but are not limited to the following as mandated in Head Start Performance Standards 45-CFR 1308 and in Education Regulations TEC S1.002 and SBOE S89.1001.

IV. Responsibilities

A. Head Start - TMC MSHS has the following responsibilities:

1. Fill at least ten (10%) percent of total enrollment slots with children with disabilities who are eligible for services in accordance with Head Start Performance Standards 1305 and 1308.5.
2. Provide all enrolled children Health and Developmental screenings within 30 days for program operating for less than 90 days and within 45 days for program operating more than 90 days in accordance with Head Start Performance Standard 1308.6.
3. Refer children with suspected disabilities to appropriate professionals for diagnostic evaluation as soon as suspicion of a disabling condition arises in accordance with Head Start Performance Standards 1308.6 (1&2).
4. Develop and implement procedural safeguards to ensure the rights of persons in the Head Start setting and issues regarding the confidentiality of records.
5. Coordinate with other local community agencies in order to provide services to children with disabilities.

B. LEA - Eagle Pass ISD has the following responsibilities:

1. Provide services to preschool children with disabilities ages 3-5 as required by the Individuals with Disabilities Improvement Act (IDEIA) and the Individuals with Disabilities Act (IDEA) of 2004.
2. Complete a comprehensive individual assessment/evaluation of referred children within 45 calendar days of receipt of written parental consent.
3. Hold an Admission, Review and Dismissal (ARD), or Evaluation Team Report (ETR), meeting and develop and implement the Individual Education Plan (IEP) for all children with disabilities and ensure confidentiality of all children's records.
4. Coordinate with other community service agencies to provide services to children with disabilities.
5. Inform parents of children with disabilities of the procedural safeguards that ensure their rights in the educational system.

V. Guiding Principles

This agreement between the agencies will address the following core areas:

- A. Create and maintain a meaningful partnership to promote school readiness so that children from low-income families in the TMC MSHS program, or who are preschool age,

- may receive comprehensive services to prepare them for elementary school and to address any potential "achievement gap"
- B. Develop successful linkages within the context of No Child Left Behind Act of 2001, the Head Start Act (2007), and (Texas and Maverick County) legislation, policies, and procedures
 - C. Plan and implement strategies based on practice and research that have proven to support children's school success
 - D. Respect the uniqueness of each locality's needs and resources
 - E. Facilitate and coordinate campus visits for TMC MSHS children and families transitioning into the Eagle Pass ISD
 - F. Promote the involvement of members of the early care and education communities
 - G. Share commitment, cooperation, and collaboration for a coordinated service delivery system

VI. Joint Roles in System Review, Coordination, Collaboration, Alignment, and Implementation

Eagle Pass ISD and TMC MSHS will work together for the review, coordination, collaboration, alignment, and implementation of each of the following activities:

- A. Educational activities, curricular objectives, and instruction
 1. Implement a research-based early childhood curriculum that is aligned with the Head Start Child Development Early Learning Framework developed by the Secretary and, as appropriate, State early learning standards.
 2. Establish ongoing communications between TMC MSHS program and local educational agency for developing continuity of developmentally appropriate curricular objectives (which for the purpose of the Head Start program shall be aligned with the Head Start Child Development Early Learning Framework and, as appropriate, State early learning standards, and for shared expectations for children's learning and development as the children transition to school.
- B. Public information dissemination and access to programs for families contacting the Head Start program or any of the preschool programs
 1. Generate support and leverage the resources of the entire local community in order to improve school readiness.
 2. Establish ongoing channels of communication between TMC MSHS staff and their counterparts in the schools (including teachers, social workers, local educational agency liaisons designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11432(g)(1)(J)(ii)), and health staff) to facilitate coordination of programs.
- C. Selection priorities for eligible children to be served by programs
 1. Develop and implement a system to increase program participation of underserved populations of eligible children.
 2. Develop procedures for identifying children who are limited English proficient, and informing the parents of such children about the instructional services used to help children make progress towards acquiring the knowledge and skills of the English language.
 3. Include information on the innovative and effective efforts of the Head Start agencies to collaborate with the entities providing early childhood and development services or

programs in the community and any barriers to such collaboration that the agencies encounter.

4. The plan of such applicant to coordinate and collaborate with other public or private entities providing early childhood education and development programs and services for young children in the community
 - (i) Other preschool programs under Title I of that Act (20 U.S.C. 6301 et seq.)
 - (ii) State pre-kindergarten programs
 - (iii) Child care programs
 - (iv) Educational programs that the children in the TMC MSHS program involved will enter at the age of compulsory school attendance
 - (v) Local entities, such as a public or school library for—
 - a. Conducting reading readiness programs
 - b. Developing innovative programs to excite children about the world of books, including providing fresh books in the TMC MSHS classroom
 - c. Assisting in literacy training for TMC MSHS teachers
 - d. Supporting parents and other caregivers in literacy efforts

5. Child Find

- (i) *Eagle Pass ISD* agrees to conduct Child Find activities which may include but are not limited to:
 - a. Conducting the district's Child Find activities.
 - b. Providing TMC MSHS with information on district criteria used to determine if Special Education services are warranted, and
 - c. Accepting and processing referrals from TMC MSHS as the referring agent.
- (ii) TMC MSHS agrees to conduct the following activities:
 - a. Completing screenings within 30 days for program operating for less than 90 days and within 45 days for program operating more than 90 days.
 - b. Providing school districts with information on Head Start Eligibility Criteria.
 - c. Informing parents of the referral process and obtaining written parent consent to evaluate.
 - d. Informing parents of their rights regarding evaluation and services,
 - e. Ensuring safeguard procedures are implemented, and
 - f. Accepting and processing all referrals made to TMC by local school districts.

D. Definition of service areas

1. TMC MSHS Program, (*Wintersgarden Crystal City Service Area*)
2. (*Eagle Pass ISD Maverick County*)

E. Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development

1. Organize and participate in joint training, such as transition-related and LEA Referral and Evaluation process trainings, for school staff and TMC MSHS staff

F. Program technical assistance

1. Link the services provided by TMC MSHS program with educational services, including services relating to language, literacy, and numeracy, provided by such

local educational agency

- G. Provision of services to meet the needs of working parents, as applicable
 - 1. Coordinate activities to make resources available for full working-day and full calendar year available to children
 - 2. Coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.)
- H. Communication and parent outreach for smooth transitions to the public school system for preschool children, including children with disabilities
 - 1. Develop and implement a systematic procedure for transferring, with parental consent, TMC MSHS program records for each participating child to the school in which such child will enroll
 - 2. Establish comprehensive transition policies and procedures that support children transitioning to school, including by engaging the local educational agency in the establishment of such policies
 - 3. Conduct outreach to parents and elementary school (such as kindergarten) teachers to discuss the educational, developmental, and other needs of individual children
 - 4. Help parents of limited English proficient children understand—
 - (i) The instructional and other services provided by the school in which such child will enroll after participation in TMC MSHS; and
 - (ii) As appropriate, the information provided to parents of limited English proficient children under section 3302 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7012)
 - 5. Develop and implement a family outreach and support program, in cooperation with entities carrying out parental involvement efforts under Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.), and family outreach and support efforts under subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.), taking into consideration the language needs of parents of limited English proficient children
 - 6. Assist families, administrators, and teachers in enhancing educational and developmental continuity and continuity of parental involvement in activities between TMC MSHS services and elementary school classes
 - 7. Help parents to understand the importance of parental engagement in a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from TMC MSHS to elementary school
 - 8. Help parents understand the instructional and other services provided by the school in which their child will enroll after participation in the TMC MSHS Program
 - 9. Meet to discuss, devise a plan, and coordinate services for enrolled children with disabilities transitioning to publicly funded schools.
- I. Provision and use of facilities, transportation, and other program elements
 - 1. Collaborate on the shared use of transportation and facilities, in appropriate cases
 - 2. Collaborate to reduce the duplication and enhance the efficiency of services while increasing the program participation of underserved populations of eligible children
 - 3. Exchange information on the provision of non-educational services to such children
- J. Assessments:
 - 1. *Eagle Pass ISD* agrees to conduct the following activities:

- a. Evaluate children with suspected disabilities aged 3 years or older whom TMC MSHS refers.
 - b. Hold multi-disciplinary team meetings to determine if child meets eligibility requirements, and
 - c. Upon submission of appropriate parental consent, make available a copy of the child's evaluation reports to TMC.
2. TMC MSHS agrees to conduct the following activities:
- a. Hold an in-house staffing for children with suspected disabilities. If in-house staffing results concur with the initial findings, the child will be referred for an evaluation.
 - b. Obtain parents' written consent before the child is referred to proper agency.
 - c. Depending on elapsed time between the referral and the evaluation, initiate the evaluation process in accordance with regulation 45 CFR 1308.6.
- K. Individual Education Plan Multidisciplinary Team Meeting:
1. *Eagle Pass ISD* agrees to conduct the following activities:
- a. Hold multi-disciplinary team meetings in the development of an IEP, and
 - b. Invite TMC MSHS to participate in the multidisciplinary meeting to act as contributing members to the child's education program.
2. TMC MSHS agrees to conduct the following activities:
- a. Attend and participate in multidisciplinary team meetings, and assist in the formulation of an IEP.
 - b. Invite (*Eagle Pass ISD*) to participate in TMC MSHS multidisciplinary meetings to act as contributing members to the child's education program and
 - c. Encourage parents to participate in Multidisciplinary team meetings and writing of IEP's.
- L. Individual Education Plan Review:
1. *Eagle Pass ISD* agrees to conduct the following activities when written parental consent has been obtained:
- a. Provide a copy of the IEP to TMC for children who are dually enrolled and are being provided services by TMC and the *Eagle Pass ISD*.
 - b. Inform TMC of any changes to services as primarily indicated in the IEP, and
 - c. Review child's progress toward identified goals and provide a progress report to TMC.
2. TMC agrees to conduct the following activities:
- a. Provide information on child's progress towards identified goals, and
 - b. Assist parents in the understanding of child's IEP, and encourage their attendance in reviews and/or teacher conference(s).
- M. Other elements mutually agreed to by the parties

VII. Confidentiality

All acknowledge confidentiality requirements that each agency must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. Each agency will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy

cise of these rights be strictly followed. Family Educational Rights and Privacy Act (FERPA) will be followed. (See 34CFR 303.460)

VIII. Dispute Resolution

Parties will first attempt to resolve the dispute between or among themselves. All local agencies will ensure that a system is in place to resolve disputes and solve problems. The system should include:

- a. Timelines for regular meetings to review local agreements, plan collaborative activities, and resolve issues; and
- b. The identification of a liaison from each agency.

IX. Review of Agreement

The agreement will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change. This agreement may not be waived, modified, amended, or altered except in writing and signed by TMC and the *EPISD*

X. General Provisions and Term of Agreement

- A. The agreement will become effective immediately after being signed and dated by all parties. By signing the agreement each agency agrees to the terms.
- B. The Disabilities Coordinator at the TMC MSHS Regional Office is designated to serve as the primary contact for TMC for the services of children with disabilities.
- C. The Parent, Family, and Community Engagement Coordinator at the TMC MSHS Regional Office is designated to serve as the primary contact for the coordination and collaboration of services between the parent, family, and community.
- D. The Child Development Coordinator at the TMC MSHS Regional Office is designated to serve as the primary contact for TMC for the educational services and transition activities of children.
- E. The *EPISD* agrees to assign their Superintendent, or designee, as the contact person for the *EPISD* service delivery area.

This agreement will become effective from September 1, 2015 to September 1, 2017 following the signing of the agreement by both parties and remain in effect until cancelled by either party.

XI. Signatures

 _____ Superintendent of Schools	<u>10/14/15</u> _____ Date
 _____ Cesar Sotelo, Interim Chief Executive Officer	<u>11/23/15</u> _____ Date