## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

# Agenda Item Summary

Meeting Date:	January 20, 2016 Meeting Type:	☐Special x R	Regular	
Item Title:	Discussion to Approve Palo Alto College Head Start MOA Extension			
Purpose:	☑ Discussion/ Possible Action ☐ Recognition ☐ Report Only			
Requested By:	Mrs. Delinda Castro, Chief Academic Officer			
Presenter(s):	Mrs. Bernadine F. Martinez, Early Childhood Director			
Description of item to include your specific request:				
Approve the term extension of the Head Start Memorandum of Agreement with Alamo Community College District on behalf of Palo Alto College until June 2, 2016.				
Supporting Docu	Supporting Documentation Enclosed x			
Please select the appropriate District Goal(s):				
Goal 5 We will 1	prioritize district revenues to guide student future	choices.	V	
Department Initi	atives/Other:			
Division of Acad	demics/Head Start			
Funding source-	program and/or Budget Code:	CFO	Approval	
See supporting d	documentation/ Amendment to MOA			
ROUTE APP	ROVAL SIGNATURE	DATE		
Principal/Dire	ector: Bl7mal	1-8-16		
Executive Dir	rector:	1-8-	16	
Chief Admini	strator:	1-11-	-16	
Superintender		7-12	-2016	

### AMENDMENT to Memorandum of Agreement with Alamo Community College District on behalf of Palo Alto College to Extend Term

This Amendment is made to the Memorandum of Agreement (MOU) that was previously executed by South San Antonio Independent School District (South San Head Start) and Palo Alto Community College Head Start with an effective date of July 1, 2014.

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed Agreement effective February 1, 2016 as follows:

Article Section TERM: is hereby amended to extend the term of this Agreement through June 2, 2016.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

South San Antonio Independent School District:	Alamo Community College District on behalf of Palo Alto College:	
By:  Dr. Abelardo Saavedra Superintendent of Schools, SSAISD	By:  Dr. R. Michael Flores  President, Palo Alto College	
Date	Date	

#### South San Antonio Independent School District Memorandum of Agreement with

Alamo Community College District on behalf of Palo Alto College

PARTIES:

South San Antonio Independent School District (SOUTH SAN Head Start) for the benefit of South San Head Start and the Alamo Community College District on behalf of Palo Alto College (PALO ALTO), collectively sometimes

referred to herein as "the Parties".

SERVICES:

SOUTH SAN Head Start and PALO ALTO will jointly provide the district's curriculum in a collaborative classroom, as more particularly described in

Section 1: Scope of Services.

TERM:

Twelve (12) months from July 1, 2014, (the "Effective Date") for the purpose of supporting the classroom and through January 31, 2016. Revisions will be incorporated into the Agreement by way of an amendment to the Agreement, which must be approved by the Policy Council, and Board Members as stated in the Head Start Program Performance Standards and signed by both parties.

AGREEMENT:

SOUTH SAN Head Start hereby contracts with PALO ALTO to provide the Services, and PALO ALTO hereby contracts with SOUTH SAN Head Start to provide the Services, in accordance with this Contract and the General Terms and Conditions set forth in Section IV: General Terms and Conditions, at sites listed on Attachment I, except as expressly modified in Special Provisions set

forth below.

#### NOTICE ADDRESSES:

South San Antonio ISD Dr. Abelardo Saavedra Superintendent of Schools 5622 Ray Ellison Blvd. San Antonio, Texas 78242 Palo Alto College Dr. R. Michael Flores President, Palo Alto College 1400 W. Villaret Blvd. San Antonio, TX 78224

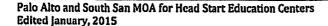
#### **SPECIAL PROVISIONS:**

#### **ENTIRE AGREEMENT:**

This agreement, including its attachments and any exhibits or schedules, all of which are expressly incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or commitments of the parties, written or oral. This agreement may be amended only by an agreement in writing executed by both parties, and no oral modifications of this agreement shall be effective.

#### SECTION I: SCOPE OF SERVICES

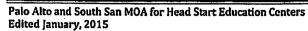
- 1.1 The configuration of the collaboration and hours of operation will be mutually decided based upon needs and calendar of PALO ALTO and the SOUTH SAN Head Start program. Services of operation will be based on the 2014-2015 Head Start calendar and Palo Alto academic calendar with hours mutually agreeable to both SOUTH SAN Head Start and PALO ALTO funds for the provision of such services and til the end of the Head Start budget January 31, 2016.
- 1.2 During Head Start enrollment, SOUTH SAN Head Start staff will keep PALO ALTO informed as to the number of children who are Head Start eligible and meet the eligibility requirements based on the approved point system.
- 1.3 SOUTH SAN Head Start will identify seventeen (17) Head Start eligible children for each of 2 full classrooms. In accordance with Head Start Program Performance Standards, seventeen (17) is the maximum number of students permitted in the collaborative classroom that serves four (4) year olds; and seventeen (17) is the maximum number of students permitted in the collaborative classroom that serves three (3) year olds and or any combination of three (3) and four (4) year olds. Collaborative classrooms will serve identified Special Education students as part of the Federal requirement that at least 10% of enrollment must include children with disabilities. Enrollment will be based upon the SSAISD eligibility point system.
- 1.4 PALO ALTO will provide two (2) collaborative classroom facilities to accommodate a maximum of seventeen (17) students per room. Additionally, to accommodate a maximum of seventeen (17) students per room, age and size appropriate furniture, computers, equipment, learning materials, supplies, and other related curriculum supports as required by Head Start will be provided in collaboration by PALO ALTO and SOUTH SAN Head Start Program. PALO ALTO will maintain the facility in a clean, safe and healthful condition. PALO ALTO will provide eighty (80) square feet of outdoor space per child enrolled in a collaborative classroom for daily outdoor play. Annual maintenance and upgrades of the outdoor space and instructional materials for the collaborative classrooms are required to meet Head Start standards and guidelines will be agreed upon in writing by the Parties and shall be the joint responsibility of Palo Alto and South San with at least \$4,000 budgeted by SOUTH SAN Head Start annually for reimbursement of specific items that receive prior written approval from the SHS Head Start Director.



- 1.5 The South San Head Start service, in conjunction with Palo Alto, will identify and effectively communicate in a timely manner on any instructional needs, programmatic constraints, outdoor materials, wrap around services and educational trips necessary to comply with Head Start Performance Standards and applicable federal, state, and local laws, rules, and regulations, including campus rules. Both entities will periodically review identified needs, discuss concerns, and negotiate purchasing/obtaining needed materials/items. Materials or services purchased by either party for the program will remain the property or responsibility of the purchasing party.
- 1.6 PALO ALTO will provide the following collaborative positions: a Site Director, two Child Development Specialists, two assistants for two classrooms, and a custodian as approved by the Department of Health and Human Services. These individuals will remain employees of the Alamo Community College District. Individuals must hold all Head Start and Palo Alto required qualifications to be employed in the collaborative program. The Site Director will be responsible for oversight and accountability to the Head Start Program Performance Standards, Early Learning Frameworks, and agency policies and procedures. The collaborative classrooms will be taught by way of a team teaching approach, with the Palo Alto Specialists and assistants all responsible for the care, supervision, and education of the children in the classroom to include implementing a developmentally appropriate curriculum and conducting 2 home visits per child, which adheres to the Head Start Program Performance Standards. The educational instructional program will meet the unique needs of children who are in the school setting all day (i.e. allow for nap-time and other important routines). Palo Alto will submit to South San Head Start on and by the 10th of each month an invoice based on Head Start Collaborative operation for the amount approved by The Department of Health and Human Services:

Position/Item	Federal Source		Total(s)
Personnel	Admin	Program	
Site Director	\$29,600	\$0	\$29,600
<b>Child Development Specialists</b>	\$0	\$35,000	\$35,000
<b>Child Development Assistants</b>	\$0	\$33,600	\$33,600
Custodian	\$0	\$9,500	\$9,500
Fringe	\$7,992	\$21,101	\$29,093
Classroom/Playground Equip	\$0	\$4000	\$4000
Utilities	\$0	\$18,144	\$18,144
Total	\$37,592	\$121,395	\$158,987

- 1.7 South San Head Start will assign a Family Specialist to enroll and work with the Head Start families who have children enrolled in the Head Start collaborative program. Palo Alto will provide necessary access and space for the Family Specialist and internet services on-site.
- 1.8 Palo Alto Child Development Specialists and assistants, whose positions are connected to the arrangements with South San Head Start, may only be assigned responsibilities/duties related to



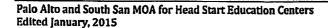
- the program itself and cannot be used at any time as a substitute teacher in another classroom. Palo Alto Child Development Specialists and assistants will sign in on a daily log to be submitted along with the monthly invoices. In the absence of a collaborative teacher or an assistant, only Palo Alto designated Head Start qualified substitutes will be used.
- 1.9 The Parties will share information regarding the children participating in the collaborative classrooms. Documented or recorded information of Palo Alto shall remain with Palo Alto, while information of South San Head Start shall remain with South San Head Start. Confidentiality will be adhered to as stated in Section II: RECORDS and REPORTS.
- 1.10 South San Head Start will assist Head Start families participating in the collaborative classroom to access other services as identified by the family, such as, but not limited to: case management, medical and dental services, full-day child care, parent education and adult basic skills training. To support Head Start families in this manner, South San Head Start staff may contact families outside of the school day and may visit family residences.
- 1.11 South San Head Start Family Specialist of children participating in the collaborative classrooms are invited to participate in these parent involvement activities. Palo Alto will make available an area for the Family Specialist, for use of the collaborative program's parent involvement activities, and an area for required monthly parent meetings.
- 1.12 South San Head Start encourages volunteers, who have met South San's screening process, which includes Tuberculosis and criminal background checks, to participate and assist in the collaborative classroom activities. Each volunteer will complete the In-Kind documentation and turn in monthly by the Site Director to the Education/Volunteer Coordinator.
- 1.13 South San Head Start and Palo Alto will provide access to either party's staff to attend any training relevant to the delivery of the collaborative classroom program. Any incurred expenses, to include substitute costs, will be at the responsibility of the attending party.
- 1.14 Students who reside within the South San Antonio ISD attendance zone area and qualify for transportation services may be eligible to receive transportation. If need is directly related to providing, meeting, or achieving standards associated with South San Head Start (i.e. educational field trips), the parties agree that alternative funding arrangements may be negotiated and mutually agreed to through collaborative efforts of South San Head Start and Palo Alto.
- 1.15 Palo Alto will provide nutritional meals and snacks in compliance with United States
  Department of Agriculture and Head Start guidelines. Palo Alto will ensure that special
  dietary needs of Head Start eligible children are assessed and met.
- 1.16 South San Head Start will reimburse Palo Alto for utility costs associated with the two collaborative classrooms. This reimbursement will not exceed \$2,016.00 on a monthly basis not to exceed \$18,144.00 annually (i.e., no more than 9 payments per annum can be billed if billed at the maximum rate). This utility cost assessment will be added to the monthly invoice, based on Head Start Collaborative operation, provided by Palo Alto to South San Head Start.



- 1.17 South San will provide comprehensive social and enrichment services to the collaborative classroom children and families as outlined on Attachment II: SOCIAL AND ENRICHMENT SERVICES.
- 1.18 The Parties agree to comply with all applicable provisions of the Americans with Disability Act, as amended.
- 1.19 South San Head Start and Palo Alto will respectfully schedule meetings at least on a quarterly basis or more often if needed. Palo Alto's representatives at the meetings must include the Site Director, and may or may not include teaching staff. South San Head Start's representative(s) at the meetings shall include the Director of Early Childhood, a Program Manager(s), and/or his/her designee. The meeting shall consist of evaluating the compliance of Head Start Performance Standards and evaluate student performance data based on academic standards based on The Head Start Child Development and Early Learning Frameworks. http://eclkc.ohs.acf.hhs.gov/hslc
- 1.20 Collaborative classrooms staff assignments and evaluations will be the responsibility of Palo Alto. South San Head Start will have the opportunity to participate in and contribute to the process. Palo Alto shall have final authority in making all employment decisions, including, but not limited to, assignments for the collaborative positions. However, reimbursement from South San Head Start and ultimately Head Start funding to Palo Alto, is contingent upon staff meeting all qualifications and standards for employment in Head Start funded classrooms.
- 1.21 South San Head Start will be responsible for the oversight and monitoring of Head Start collaborative classroom operations relative to ensuring compliance with Head Start Performance Standards and guidelines.
- 1.22 Palo Alto will license the Head Start Collaborative facility including the two collaborative classrooms through the Texas Department of Family and Protective Services (TDFPS). Teaching staff will follow the requirements set forth by TDFPS Licensing Minimum Standards. Palo Alto will provide training to collaborative classroom teaching staff on applicable TDFPS Minimum Standards.

#### SECTION II: COMPENSATION AND PAYMENT OF INVOICES

- 2.1 The parties hereto shall fund their respective obligations pursuant to the terms of the contract. Neither party hereto shall be entitled to compensation nor reimbursement from the other party for the performance of their respective obligations other than as outlined in Subsections 1.4, 1.6 and 1.16 here in.
- 2.2 Palo Alto will invoice South San Head Start by the 10<sup>th</sup> of each month for the services described in 1.4, 1.6, and 1.16 herein by email to the director and to the director's administrative assistant. The invoice will be due and payable to Palo Alto within thirty (30) days following receipt of detailed invoice including: Child Development Specialists and



Assistant Child Development Sign in Sheets, Time and Effort sheets from site director and custodians. Palo Alto will invoice according to the following calendar schedule that correlates with Palo Alto college schedule:

	Invoice
Month	Amount
August - 2 Weeks in Session	\$8,832.61
September - Full Month	\$17,665.22
October - Full Month	\$17,665.22
November - Full Month	\$17,665.22
December - 2 Weeks in	
Session, 1 Week Prof. Dev.	\$13,248.91
January - 1 Week in Session	\$8,832.61
February - Full Month	\$17,665.22
March - Full Month	\$17,665.22
April - Full Month	\$17,665.22
May - Full Month	\$17,665.22
June - 1 Week in Session	\$4,416.33
DHHS Approved Budget	\$158,987.00

#### SECTION III: RECORDS AND REPORTS

#### 3.1 STUDENT RECORDS

a. Both parties agree to share and exchange such information about students in the program as necessary and appropriate to benefit the students in the program. Documented or recorded information of Palo Alto shall remain with Palo Alto, while information of South San shall remain with South San Head Start. Upon initial enrollment, the parent or guardian of a child participating in the collaborative program will acknowledge their consent to the sharing of information and educational records between Palo Alto and South San Head Start personnel involved in the program.

- b. Any educational records created or maintained related to the students serviced in the program are confidential and protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, as amended. In addition, any health records created or maintained by related to the students serviced by the program are confidential and protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Palo Alto and South San Head Start agrees that its personnel will comply with both FERPA and HIPAA to maintain the confidentiality of information in such education and/or health records in the manner and extent required by both FERPA and HIPPA.
- c. Palo Alto and South San Head Start personnel will keep such records confidential and shall not disclose such records except to their employees who have a need to know or to third parties as required by law, including but not limited to under a properly issued subpoena or to outside regulatory agencies, such as: state child protective services, state child care licensing (where applicable) or local law enforcement.
- d. Palo Alto and South San Head Start will share child information as required by Head Start Performance Standards or Palo Alto enrollment requirements to include, but not be limited to, the child's immunization information, progress reports, Individual Education Plans (IEP), ARDs and parent-teacher conference documentation.

#### 3.2 REPORTS

- a. Palo Alto will furnish to South San Head Start, on the forms and at the times indicated by South San Head Start, documentation of the estimates of services provided to the South San Head Start program by Palo Alto. Reports are to include: the total square footage of the area utilized by the collaborative, number of teachers, special education services provided, administrative and supervisory time, curricula, educational materials and equipment provided by Palo Alto to the collaborative classrooms.
- b. Palo Alto will furnish to South San Head Start the name and contact information of the representative of Palo Alto who will be responsible thereafter for providing authorized signature on the in-kind contribution as outlined in Subsection 3.2a.
- c. Collaborative classroom attendance reports must be emailed to a designated South San Head Start official (Head Start Component Clerk) on a daily basis.
- d. South San Head Start will furnish Palo Alto an annual, summative report to include type and total numbers for each Head Start support service received by the students or families participating within collaborative program.

#### **SECTION IV: INSURANCE**

4.1 Palo Alto and South San Head Start, at their respective sole expense, will maintain in effect at all times during the full term of this agreement and, at least thirty (30) days prior to the Effective Date of this agreement or any renewal term, will furnish to the other party Certificates

### of Insurance for the following:

- a. Commercial General Liability Insurance to include coverage for Premises Operations, Independent Contractors, and Broad Form Contractual Liability
  - \$100,000 per occurrence
  - \$300,000 aggregate
- 4.2 All coverage must be with insurance companies or carriers rated for financial purposes as an "A-"or as required by district standards whose policies cover risks located in the State of Texas.
- 4.3 Each party shall endorse the other party as an Additional Insured on their Commercial General Liability policies and provide a thirty (30) day notice for cancellation, material change or non-renewal in favor of the other party. In addition, each party shall provide certificates of insurance evidencing the above-referenced coverage, which shall require a thirty (30) day notice for cancellation, material change or non-renewal in favor of the other party. Each such policy shall waive any subrogation of the insurer against the additional insured. If a party fails to obtain insurance policies required, the other party may immediately terminate the collaboration by written notice to the non-complying party.

#### SECTION V: GENERAL TERMS AND CONDITIONS

#### 5.1 INDEPENDENT CONTRACTORS

- a. Palo Alto is, and at all times shall remain, independent, and nothing herein shall be construed as creating a relationship of principal-agent or employer-employee or a joint venture or partnership between Palo Alto and South San Head Start.
- b. No employee or subcontractor of either party shall be entitled to the rights or benefits afforded to the other party's employees, including without limitation disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Each party is responsible for providing at its own expense, any disability, unemployment, worker's compensation or other insurance or benefits and all training, permits, and licenses for its employees.
- c. Palo Alto shall have and maintain current and in good standing throughout the Term of the Collaboration all the current licenses, permits and rights required for the performance of its obligations under this Contract.

#### 5.2 IMMUNITY

a. Palo Alto and SSAISD are local governments that enjoys sovereign or governmental



immunity and its officers, employees, agents, and volunteers enjoy official immunities and other immunities provided by law. Neither South San Head Start, nor Palo Alto, shall waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, agents, or volunteers as a result of its execution of this Agreement and performance of the functions or obligations described herein.

b. Without waiving any defenses, the Parties agree to be responsible for their own actions which give rise to, or result in, any claims asserted by third parties.

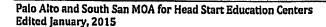
#### 5.3 TERMINATION

This Agreement may be terminated as follows:

- a. If either party commits any breach of or defaults in any terms or conditions of this agreement, including without limitation failing to maintain insurance coverage required by this Agreement, either party may terminate this Agreement immediately upon written notice of default to the other party.
- b. If at any time either party does not have the necessary current licenses, permits or rights required for the performance of its obligations under this Agreement, either party shall have the right to cancel this Agreement immediately upon written notice to the other party.
- c. Either party may terminate this Agreement, with or without cause, upon sixty (60) days prior written notice to the other party.
- d. Palo Alto acknowledges that services provided by South San Head Start are contingent upon South San's agreement with the U.S. Department of Health and Human Services (HHS) and if funding is discontinued, South San Head Start may terminate services immediately.
- e. If at any time, the Ray Ellison Family Learning Center does not follow or adhere the Head Start Program Performance Standards

### 5.4 <u>CRIMINAL HISTORY RECORD INFORMATION</u>

- a. South San Head Start and Palo Alto will obtain and assess criminal record information on each potential and actual employee and regular volunteers for the program on an annual basis. Neither South San Head Start or Palo Alto will employ or allow to serve any person who has ever been convicted of any disqualifying offense, or presently has pending any criminal charges of any disqualifying offense before a determination of guilt is made including any person who is presently on deferred adjudication.
- b. Disqualifying offenses are as follows:
  - 1. Any felony or misdemeanor involving moral turpitude.
  - 2. A felony or misdemeanor classified as public indecency under the Texas Penal code, or



involving mistreatment of minors as amended.

- 3. A violation of any law intended to control the possession or distribution of any substance included as a controlled substance in either state or federal controlled substances statutes, as amended.
- 4. Other similar criminal offenses.
- Palo Alto shall remove any employee(s) from direct participant/student contact who are alleged to have committed child abuse or neglect, or an offense against the person, an offense against the family, or any offense involving public indecency under the Texas Penal Code or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offenses, the employee may again be reassigned to direct participant contact; however, Palo Alto shall notify South San Head Start of its intent to do so ten (10) working days prior to reassignment. Palo Alto must provide the reasons for the reassignment. If the employee is found to have committed any of the offenses noted in this agreement, the employee shall not be reassigned to duties involving any direct contact with participants/students in the program.

#### 5.5 **BUSINESS ETHICS**

During the course of pursuing contacts, and the course of contract performance, South San Head Start will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which would be collectively categorized as incidentals shall be made to any employees or officials of Palo Alto, its authorized agents and representatives, or to family members of any of them. At any time South San Head Start believes there may have been a violation of this obligation, South San Head Start shall notify Palo Alto of the possible violation. Palo Alto is entitled to request a representation letter from South San, its subcontractors or vendors at any time to disclose all things of value passing from South San, its subcontractors, or vendors to Palo Alto's personnel or its authorized agents and representatives.

#### 5.6 BUSINESS CERTIFICATES/TAXES

- a. All Provider or Professional Services Providers entering into a contract with Palo Alto for services related to the Head Start program must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.
- b. <u>Corporations</u> (domestic or foreign \*) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and Taxes are paid.



- c. Partnerships and Joint Stock Companies and Limited Liability Partnerships (domestic or foreign \*) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105 PARTNERS AND JOINT STOCK COMPANIES, CHAPTER ONE PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED LIMITED PARTNERSHIP ACT, Article 6132a-1. "Texas Revised Limited Partnership Act". All partners in a partnership must file a "Certificate of Limited Partnership" with the Secretary of State, which shall be made available for inspection upon request.
- d. The Provider whether Corporate, Partnership or Sole Owner must be current on property taxes. If commercial personal property is located in the jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22, Section 22.01, of the Texas Tax Code.
- e. <u>Employer Responsibility</u>. This Agreement does not establish an employee-employer relationship. Palo Alto is responsible for withholding and timely remittance of its employees' federal income taxes, any state and local income taxes and employee FICA taxes for wages paid to its employees, and for applicable employer payroll taxes, federal and state unemployment insurance and worker's compensation insurance.

#### 5.7 **DEBARMENT CLAUSE**

a. South San Head Start certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

#### 5.8 MISCELLANEOUS PROVISIONS

- a. Palo Alto may not assign its rights or obligations under this Agreement to a third party without the express prior written consent of South San Head Start; South San Head Start may withhold such consent at its sole discretion.
- b. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- c. If, for any reason, any provision or portion of any provision of this Agreement is held invalid, such invalidity shall not affect any other provision or portion of any provision not held so invalid, and each other provision of this Agreement shall continue in full force and effect.
- d. All notices given under this Agreement must be in writing and delivered to the respective addresses of the parties set forth in the "Notice Addresses" section herein or to any new address provided by a party in accordance with this notice provision. If notice is given by mail, it must be by certified mail, return receipt requested. Notice may also be by email,



by courier, or overnight delivery. All notices hereunder shall be effective only on actual receipt (as evidenced by signature or by electronic confirmation of an email), except that if notice is given by email on a day that is not a regular business day of the recipient or after 5:00 p.m. on a regular business day of the recipient, such notice shall be effective on the next regular business day of the recipient.

#### REPRESENTATION:

The Parties herein represent, warrant and certify that all information provided to the other party in connection with this Agreement is true and correct in all respects to the best of its knowledge and belief. The execution, delivery and performance of this Agreement by each party has been duly authorized, and the person executing this Agreement on behalf of Palo Alto and South San Independent School District has been duly authorized to do so.

#### **EXECUTION:**

This Agreement may be executed in multiple counterparts, all of which shall constitute one agreement.

South San Antonio Independent School District

Bv:

Dr. Abelardo Saavedra

Superintendent of Schools, SSAISD

Date: 2-18-2015

**Alamo Community College District** 

on behalf of Palo Altq College:

Dr. R. Michael Flores

President, Palo Alto College Date: 2/25/15

#### **ATTACHMENTS:**

- 1 Palo Alto College, 2013-2014 Head Start Collaboration
- 2 Social and Enrichment Services

#### ATTACHMENT 1:

MileFlows

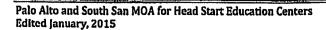
#### PALO ALTO COLLEGE 2014-2015 Head Start Collaboration

The PALO ALTO and SOUTH SAN Head Start will work collaboratively to accomplish the following:

- 1. Provide educational activities, curricular objectives, and instruction for the Head Start eligible children who are dually enrolled within the Head Start collaborative program.
- 2. Disseminate public information and facilitate access for families contacting the Head Start program.
- 3. Establish a fully integrated classroom experience that is consistent with the public school Pre-Kindergarten classrooms.
- 4. Provide high quality comprehensive services to eligible children and families including parent outreach and engagement in their child's education.
- 5. Provide and participate in Admission, Review, and Dismissal and Individualized Education Program (ARD-IEP) Committee meetings for a Head Start child that is being referred or has been identified as a child with a disability, develop and follow Individual Service Plan.
- 6. Provide staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development.
- 7. Provide coordinated provision and use of facilities, transportation, food service, and other program elements so children and families benefit fully from the collaborative partnership.
- 8. Provide other elements mutually agreed to as outlined in additional agreements previously entered into on an annual basis. These agreements include services for special education, mental health, nutrition, health, transportation, and facilities usage/maintenance.

#### SOUTH SAN Head Start agrees to:

- 10. Provide program technical assistance to ensure compliance with all federal Head Start Performance Standards and State Pre-Kindergarten Curriculum Guidelines.
- 11. Provide communications and parent outreach for smooth transitions to kindergarten.



# ATTACHMENT 2: SOCIAL AND ENRICHMENT SERVICES

Every child enrolled in the Palo Alto and South San Head Start collaborative classroom program must receive the following types of program services in specific content areas to meet Federal Head Start Performance Standards:

Content	Services	Staff
Area		
Health	Within 90 days of child's 1st day of Head Start:	Family Specialist
	Determination if the child has a	
	medical home	
	<ul> <li>Assistance in obtaining a medical home, if needed.</li> </ul>	·
	<ul><li>Status of well-child care checkups and Immunizations.</li></ul>	
	Within 45 days of child's 1st day of Head Start:	
	⊕ Vision Screening	
İ	⊕ Hearing Screening	
	⊕ Height & Weight measurements; taken	
	again in spring with results shared with	
	Head Start Staff.	Dental Services will be
	Dental Exams & every 6 months thereafter	provided by the contracted South San Head Start provider.
Nutrition	Within 45 days of child's 1st day of Head Start:	Family Specialist;
radition	Height & Weight Measurements	South San Nutritionist
	Nutrition assessment	South ball I validoms:
	(Special Diet Information)	
		Teacher and Teacher Assistant
	Family Style Meal and Snack Service	
Mental	Within 45 days of child's 1st day of Head Start:	Head Start Mental Health
Wellness	Social/Emotional Screening	Professional
	Completion of monitoring tool 30-60 days from date of screening.	
Disability	Within 45 days of child's 1 <sup>st</sup> day of Head Start:	Teacher and Teacher Assistant
	Developmental screening	
	Completion of monitoring tool 30-60 days from date of screening.	
	Annual meeting with site director to discuss issues and	Disability Coordinator
	plans.	



Family & Community Partnership	In school offers: GED, ESL, computer classes and volunteer opportunities for parents	Family Specialist
raimeismp	Within 30 days of child's 1 <sup>st</sup> day of Head Start:  Transportation and Pedestrian Safety Education for parents.	Center Director
Education	Within 45 days of child's 1 <sup>st</sup> day of Head Start, provide staff training, including opportunities for joint staff training on topics such as academic content standards,	Teacher and Teacher Assistant
	instructional methods, curricula, and social and emotional development.  Start:  Developmental Screening	Teacher and Teacher Assistant
	Within 30 days of child's 1 <sup>st</sup> day of Head Start:  Transportation and Pedestrian Safety Education for children.	Family Specialist and Teacher
	Scheduled activities shared between Palo Alto and South San Head Start staff:	
	Fall & Spring – (2 times per year)  • Parent Teacher Conferences	
	Teacher Home Visits     Spring	
	<ul> <li>Exit tracking – gathering parent's identifying information to track child.</li> </ul>	

