



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into July 1, 2024 (the "Effective Date"), by and between Chicanos Por La Causa, Inc. ("CPLC") an Arizona not-for profit corporation, through its Early Childhood Development Migrant and Seasonal Head Start Program ("CPLC MSHS") and Eagle Pass Independent School District ("Partner" or "Eagle Pass ISD"). This MOU is effective from the Effective Date through June 30, 2027 ("Termination date"). CPLC and Partner shall singularly be referred to as "Party" and collectively as "Parties".

- 1. Purpose.** The purpose of this MOU is to institute a working procedure between Partner and CPLC MSHS for the provision of services to children transitioning into the public school system, the local education agency, and/or the Early Childhood Special Education Program in compliance with Federal and State laws and regulations.
- 2. Program Description.** Partner offers a variety of service delivery options for preschool children with disabilities. CPLC MSHS, located within the Eagle Pass ISD, is recognized as an integrated placement option, a part of the continuum of placement options for preschool children with disabilities. Partner and CPLC MSHS work cooperatively in providing services needed to meet the provision of the Individual Education Plans ("IEP") for children in Head Start. CPLC MSHS is a federally funded preschool program.
- 3. Service Area/Address.** In the Eagle Pass ISD, there are two MSHS programs, located at 687 FM 2030, Eagle Pass, TX 78852 ("Eagle Pass 1") and 2990 Diaz St., Eagle Pass, TX 78852 ("Eagle Pass 2"), that provide a center-based program. For this MOU, the service area is Eagle Pass, Texas and the Eagle Pass ISD service area with services by Partner to be delivered at the following locations:

Language Development Center
1481 S. Veterans Blvd., Eagle Pass, TX 78852

Rosita Valley Literacy Academy
811 Rosita Valley Road, Eagle Pass, TX 78853

Early Childhood Center
636 Kelso Drive, Eagle Pass, TX 78852

Kennedy Hall Center
1610 Del Rio Blvd, Eagle Pass, TX 78853



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Under this MOU, the Partners will:

- Improve availability and the quality of services for the geographic service area of the CPLC MSHS Program's eligible children ("Children"), age three through compulsory age, and their families (collectively "Participants").
- Collaborate in recruitment efforts to serve the community's needs by referring Participants in need of educational services.
- Support Children's optimal development and readiness for school entry and success.
- Address the unique strengths and needs of the local populations, such as homeless, migrant, or non-English speaking families.
- Promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate.
- Promote further collaboration to reduce duplication and enhance the efficiency of services.
- Define the roles and responsibilities of the named Parties for coordination and greater collaboration; enhance linkages and relationships; and exchange the information on the provision of education and non-educational services.
- Coordinate a comprehensive system of activities, policies, and procedures among the Parties which guide and support the delivery of services to Children.
- Address the legal requirements of both Parties and arrange for collaborative efforts where families, communities, and programs mutually benefit.
- Ensure Children with disabilities are provided a free and appropriate public education ("FAPE"), including the development and implementation of an Individualized Education Plan ("IEP") that includes all of the components of an IEP, procedural safeguards and related provisions of services.
- Ensure that Special Education Services are in accordance with the Individuals with Disabilities Act of 2004 ("IDEA") as specified under 20 USC 1400 et seq. and related regulations.

4. Responsibilities: The Parties agree the following services will be performed under this MOU:
CPLC MSHS

- Fill at least 10% of total funded enrollment slots with Children with disabilities who are eligible for services in accordance with IDEA and Head Start Performance Standards ("HSPS") 1302.14 (b) and 1302.63(a).



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- Provide all enrolled Children with health and developmental screenings within 30 calendar days for programs that operate for 90 days or less and within 45 calendar days for programs operating at more than 90 days in accordance with HSPS 1302.33.
- Refer Children with suspected disabilities to the local agency for diagnostic evaluation when warranted after screening and additional relevant information and with direct guidance from a mental health or child development professional and parent consent in accordance with HSPS 1302.33(a)(3).
- Develop and implement procedural safeguards to ensure the rights of persons in the Head Start setting and confidentiality of records.
- Coordinate with other local community agencies to provide services to Children with disabilities.
- Have available transportation services for Children who are receiving services.
- Work jointly with Partner on migratory student recruitment efforts.
- Refer migratory families that best fit to Partner.
- Share migratory recruitment materials.
- Share pre-school migratory enrollment numbers with Partner.

Partner

- Provide services to Children with disabilities ages 3-5 as required by IDEA.
- Complete a comprehensive individual assessment/evaluation of referred Children within 45 calendar days of receiving written consent from parent, as defined in HSPS 1302.33.
- Hold an admission, review, and dismissal ("ARD") IFSP or IEP meeting or evaluation team report ("ETR") meeting to develop and implement the IEP for all Children with disabilities.
- Ensure confidentiality of all records of Children.
- Coordinate with other community service agencies to provide services to Children with disabilities.
- Inform parents of Children with disabilities of the procedural safeguards to ensure their rights in the educational system.
- Coordinate effective transition activities for Children entering Kindergarten.
- Furnish all materials, equipment, and supplies used to provide services by this MOU.
- Responsible for all expenses incurred by Partner while performing services under this MOU.



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- Work with CPLC MSHS on migratory recruitment efforts.
- Refer migratory families that best fit to CPLC MSHS.
- Share migratory recruitment materials.
- Share pre-school migratory enrollment numbers with CPLC MSHS.

5. Service Implementation.

a. Child Find/Screening.

i. Partner will conduct Child Find activities which may include but are not limited to:

1. Conducting the district's Child Find activities.
2. Providing CPLC MSHS with information on district criteria used to determine if Special Education services are warranted; and
3. Accepting and processing referrals from CPLC MSHS as the referring agent.

ii. CPLC MSHS will conduct the following activities:

1. Complete screening within 30 days at least, with the understanding that the HSSP requirement is 45 days.
2. Provide Partner with information on Head Start Eligibility Criteria;
3. Inform parents of their rights regarding evaluation and services;
4. Ensure safeguard procedures are implemented; and
5. Accept and process all referrals made to CPLC MSHS by local school districts.

b. Assessment.

i. Partner agrees to conduct the following activities:

1. Evaluate Children with suspected disabilities aged 3 years or older to whom CPLC MSHS refers;
2. Hold multi-disciplinary team meetings to determine if the child meets eligibility requirements; and
3. Upon submission of appropriate parent consent, make available a copy of the child's evaluation reports to CPLC MSHS.

ii. CPLC MSHS agrees to conduct the following services:

1. Hold in-house staffing for Children with suspected disabilities. If the in-house staffing results concur with the initial findings, the Child will be referred for an evaluation.
2. For all Children, obtain written consent from parent before a child is referred to the proper agency.



3. Depending on the elapsed time between the referral and the evaluation, initiate the evaluation process in accordance with regulation HSPS 1302 Subpart F- Additional Services for Children With Disabilities and HSPS 1302.33.
- c. Multidisciplinary Evaluation Team ("MET") Meeting and IEP or IFSP.
 - i. Partner agrees to conduct the following activities:
 1. Hold MET meetings in the development of an IEP; and
 2. Invite CPLC MSHS to participate in the MET meetings to act as contributing members to the Child's education program.
 - ii. CPLC MSHS agrees to conduct the following activities:
 1. Attend and participate in MET meetings and assist in the formulation of an IEP; and
 2. Invite Partner to participate in CPLC MSHS MET meetings to act as contributing members to Child's education program; and
 3. Encourage parents to participate in MET meetings and creating IEPs and IFSPs.
 - d. IEP Review.
 - i. Partner agrees to conduct the following activities when written consent from the parent has been obtained:
 1. Provide a copy of the IEP or IFSP to CPLC MSHS for Children who are dually enrolled and are being provided services or will be provided services by CPLC ECD through the Partner district;
 2. Inform CPLC MSHS of any changes to services as primarily indicated in the IEP; and
 3. For each Child, review progress toward identifiable goal and provide a progress report to CPLC MSHS.
 - ii. CPLC MSHS agrees to conduct the following activities:
 1. Provide information to Partner on each Child's progress towards identifiable goals; and
 2. Assist parents in the understanding of the Child's IEP or IFSP and encourage their attendance in reviews and/or teacher conferences.
 - e. Placement.
 - i. Partner will:



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1. Utilize CPLC MSHS as a placement option, when appropriate, for MSHS Children identified through special education evaluation as needing special services.
 2. With appropriate signed consent to share information, provide CPLC MSHS all necessary paperwork and information for Children enrolled in both Partner Special Education preschool program and CPLC MSHS site so services may be coordinated.
- ii. CPLC MSHS will:
1. Make available 10% of its enrollment opportunities for Children with disabilities by collaborating with Partner when determining appropriate placement.
 2. As Children are identified within CPLC MSHS as needing special education and related services, the Children will maintain CPLC MSHS placement as determined to be appropriate by the MET/IEP team.
 3. During the school year, notify Partner when enrollment slots become available.
 4. Consider enrollment of over-income Children with disabilities on a case-by-case basis pursuant to the United States Department of Health and Human Services (DHHS) Performance Standards as they pertain to MSHS programs.
- f. Specific Program Service Delivery.
- i. Partner will:
1. Implement the provisions of the IEP for Children in Partner district attending CPLC MSHS, considering the full spectrum of service delivery models contingent on each student's individual needs. Furthermore, Partner will consider the least restrictive environment and most appropriate setting and instructional model depending on student's individual need, including an integrated therapy model implemented at the CPLC MSHS program site.
 2. Make arrangements for Partner personnel providing special education and related services to consult on a regular basis with CPLC MSHS teaching staff and parents to discuss specific goals and strategies for each child.



3. Provide quarterly progress reports to CPLC MSHS upon request and will continue to encourage CPLC MSHS teaching staff for onsite visitation to the Partner classroom for the coordination of services.
 4. Through telephone, email correspondence, and face-to-face visits, ongoing communication will occur on a regular basis with CPLC MSHS teaching staff and parents to discuss specific goals and strategies for each child receiving services.
 5. Encourage and create opportunities for Partner personnel providing special education services to CPLC MSHS dually enrolled Children to consult on a regular basis with CPLC MSHS teaching staff and parents to discuss specific goals and strategies for each child.
- ii. CPLC MSHS will:
1. Provide opportunities for Children with disabilities to practice and generalize within the naturalistic and least restrictive environment the skills developed through work with special education personnel.
 2. Coordinate team meetings with Partner personnel to discuss goals and strategies for each child.
 3. Communicate regarding attendance of Children with disabilities on an ongoing basis.
 4. Observe and document the frequency and focus of special education and related services in accordance with the provisions of the IEP.
 5. Request copies of quarterly progress reports on as needed basis per Partner guidelines.
 6. Consult with Partner special education personnel to provide CPLC MSHS teaching staff and parents an opportunity to discuss specific goals and strategies for each child in order to strategize follow-up activities in the classroom and home environment. The communication between both Parties may occur during the IEP meeting, via email, telephone, or site visits.
- g. Procedures for Hiring and Supervising Staff Providing Special Services.
- i. Partner and CPLC MSHS will:



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1. Hire and supervise staff according to each program's own policies and procedures.
 2. Provide staff orientation regarding each program's regulations, requirements, goals, service delivery models, procedures, and this MOU as needed.
- h. Training and Technical Assistance.
- i. Partner and CPLC MSHS will:
 1. Include opportunities for joint staff training on topics such as academic content, standards, instructional methods, curricula, transition-related and LEA referral, evaluation process, and social and emotional development.
 2. Coordinate training calendars to avoid duplication of efforts and make effective use of available resources. Notify one another of pertinent training sessions scheduled so that both program's staff and/or parents can attend when appropriate.
 3. Link the services provided by CPLC MSHS program with educational services, including services relating to language, literacy, and numeracy, provided by such local educational agencies.
 - i. Provision of Services to Meet the Needs of Working Parents.
 - i. Coordinate activities to make resources available for full-working day and full-calendar year available to children.
 - ii. Coordinate activities and collaborate with programs under the Child Care and Development Block Grant of 1990 (CCDBG) for a smooth transition to the public-school system for Children, including those with disabilities.
 - iii. Develop and implement a systematic procedure for transferring, with parent consent, CPLC MSHS program records for each participating child to the school in which such child will enroll.
 - iv. Establish comprehensive transition policies and procedures that support Children transitioning to school, including engaging the local educational agency in the establishment of such policies.
 - v. Conduct outreach to parents and elementary school teachers to discuss the educational, developmental, and other needs of individual Children.
 - vi. Help parents of limited English proficiency by the school in which such child will enroll after participation in CPLC MSHS.



- vii. Develop and implement a family outreach and support program in cooperation with entities carrying out family involvement and outreach, taking into consideration the language needs of families of limited English proficient Children.
 - viii. Assist families, administrators and teachers in enhancing educational and developmental continuity and continuity of family involvement in activities between CPLC MSHS and elementary school classes.
 - ix. Help parents understand the instructional and other services provided by the school in which their child will enroll after participation in the CPLC MSHS program.
 - x. Meet to discuss, devise a plan, and coordinate service for enrolled Children with disabilities transitioning to publicly funded schools.
 - j. Provision and Use of Facilities, Transportation, and Other Program Elements.
 - i. CPLC MSHS and Partner will:
 - 1. Collaborate on the shared use of transportation and facilities in appropriate cases.
 - 2. Collaborate to reduce duplication and enhance the efficiency of services while increasing the program participation of underserved populations of Children.
 - 3. Exchange information on the provision of non-education services to such Children.
- 6. Applicable Rules and Regulations.** Both Parties agree to comply with all applicable Federal, State, and local rules and regulations including but not limited to all Head Start required standards of conduct.
- 7. Confidentiality and Protection of PII.** Partner and CPLC MSHS shall follow the requirements outlined in the Family Education Rights and Privacy Act of 1974 ("FERPA") as well as the following to protect the confidential and personally identifiable information of both children and staff:
- a. Neither Party shall share personally identifiable information regarding Participants with the other Party or with outside entities absent prior written consent from the parent.
 - b. Neither Party shall share confidential information regarding employees or business operations of the other with third parties without the written consent of the other Party.
 - c. Personally Identifiable Information ("PII") means any information that could identify a specific individual, including but not limited to a child's name, name of



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- child's family members, the street address of the child, social security number, or other information that is linked or linkable to the child.
- d. Information Gained as a Result of Performance of this MOU. Any PII or other information about HS/EHS program Participants or CPLC MSHS employees, including anything which the Partner sees or hears, as well as all forms of written communication, including electronic communication, that a Partner gains as a result of the performance of services under this MOU is confidential information.
 - e. Disclosure of Information to CPLC MSHS Staff. PII and information concerning program participants or CPLC MSHS staff members is to be shared with other CPLC MSHS staff to the extent that such information is necessary for the Partner to effectively perform their duties under this MOU.
 - f. No Disclosure of Information to Third Parties. PII and information concerning a program participant or CPLC MSHS staff member is not to be shared with any individual outside of CPLC MSHS.
 - g. Unauthorized Disclosure of Information. In the event Partner makes an unauthorized disclosure of information prohibited by this MOU, the Parties acknowledge the right of privacy of program participants and/or CPLC MSHS staff will be violated and CPLC MSHS may, at its discretion: 1) provide Partner with an opportunity to self-correct or 2) prohibit Partner from access to records, PII, or other confidential information for a set period of time
- 8. Termination.** This MOU and all rights and duties hereunder shall cease and terminate upon the first to occur of the following events:
- a. The Termination Date;
 - b. Mutual agreement in writing by the Parties; or
 - c. By written notice, by either Party, at any time giving 30 days written notice to the other Party. Upon such termination of this MOU, CPLC MSHS shall have no further obligations or responsibilities under this MOU or relating to services described herein and Partner shall be deemed to have released CPLC MSHS from any such further obligation or responsibilities without the need for further action by Partner.
- 9. Waiver.** No waiver by a Party of any of its rights or remedies shall be construed as a waiver by such Party of any other rights or remedies that such Party may have under this MOU.
- 10. Limitation of Liability.** No Party shall be liable to the other for any amount representing the loss of profits, loss of business, or indirect, special, consequential, or punitive damages to the other Parties for any cause relating to or arising out of this MOU, whether such damages are alleged to have resulted from tort or otherwise, and even if a Party is aware of the potential



- for such damages. Nothing within this provision is intended to preclude the Parties from seeking redress, judicial or otherwise, in the event of breach of this MOU.
11. **Relationship of the Parties.** This MOU does not constitute, create or give effect to a partnership, joint venture, affiliation, formal business organization of any kind, or any agency between the Parties. The rights and obligations of the Parties shall be limited to those expressly set forth herein. No Party is the agent of any other Party and no Party may bind any other Party.
 12. **Warranty.** The Parties represent and warrant that each representative executing this MOU has the authority and ability to enter into this MOU and bind each Party and that no other obligations, contracts or assignments preclude its performance under this MOU.
 13. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties and all prior or contemporaneous oral or written agreements are superseded by this MOU. There are no representations or other provisions other than those expressly contained herein, and any amendment or modification of this MOU shall be made in writing, signed by both Parties to this MOU.
 14. **Point of Contact.** CPLC's primary point of contact is Claudia Garcia who can be reached at claudia.garcia@cplc.org.
 15. **Notices.** All notices under this MOU shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by email transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing:

For Partner:

Eagle Pass ISD
Attn: Miriam Garcia
587 Madison St.
Eagle Pass, TX 78852
Maguilarg@eaglepassisd.net

For Chicanos Por La Causa, Inc.:

Chicanos Por La Causa, Inc.
Attn: Legal
1112 E. Buckeye Road
Phoenix, AZ 85034
contracts@cplc.org



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16. Governing Law. This MOU shall be construed in all respects in accordance with, and any dispute arising hereunder shall be governed by the substantive and procedural laws of the State of Texas except; however, that choice of law provisions shall not apply with respect to claims involving federal law.

IN WITNESS WHEREOF, the Parties hereby have caused this MOU to be duly executed on the day and year first above written.

Eagle Pass ISD

Chicanos Por La Causa, Inc.

By _____
Name:
Title:

DocuSigned by:

By _____
95818394C5EA42C...
Andres Contreras
EVP, IHSSE