



COMMUNITY DEVELOPMENT INSTITUTE HEAD START

Serving Multi-State Migrant Seasonal Head Start

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COMMUNITY PARTNERSHIP MEMORANDUM OF UNDERSTANDING

This Community Partnership Memorandum of Understanding (“MOU”) is entered into by Community Development Institute Head Start (“CDI HS”), a Colorado nonprofit corporation and **Eagle Pass Independent School District** (“Community Partner” or “LEA”) commencing on **August 1, 2019** As of **August 12, 2019** (“CDI HS Start Date”), CDI HS is fiscally and operationally responsible for administering the Multi-State Migrant Seasonal Head Start program as CDI Head Start Serving **Wintergarden/Panhandle/NM/NV** (“CDI MSHS”) on an interim basis pursuant to a grant from the Administration for Children and Families in the United States Department of Health and Human Services.

The intent of this agreement is to enter into a memorandum of agreement to institute a working procedure between **Eagle Pass Independent School District** and **CDI Migrant Seasonal Head Start** 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. **CDI MSHS** program and the **Eagle Pass Independent School District** (LEA) will:

- A. Improve availability and the quality of services for the geographic service area of the CDI 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.

CDI HS and Community Partner hereby agree as follows:

1. **Services to be Performed**

A. Responsibilities of **CDI MSHS**

1. Fill at least ten (10%) percent of total funded enrollment slots with children with disabilities who are eligible for services in accordance with IDEA and Head Start Performance Standards 1302.14 (b) and 1302.63 (a).
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 1302.33.
3. Refer children with suspected disabilities to appropriate professionals for diagnostic evaluation as soon as suspicion of a disability condition arises in accordance with Head Start Performance Standards 1302.33 (3).
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. Responsibilities of **Eagle Pass Independent School District**

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)/ Individual Education Plan meeting 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 records of children.
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.

C. Responsibilities of Community Partner and CDI MSHS:

I 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 on-going communication between CDI 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

II Public information dissemination and access to programs for families contacting the Migrant Seasonal 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 on-going channels of communication between CDI 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 (42U.S.C. 114332(g)(1)(J)(ii), and health staff) to facilitate coordination of programs.

III 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 CDI 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 CDI MSHS classroom.
 - c) Assisting in literacy training for CDI MSHS teachers
 - d) Supporting parents and other caregivers in literacy efforts.

IV Child Find

1. **Eagle Pass Independent School District** (LEA) agrees to conduct Child Find activities which may include but not limited to:
 - a) Conducting the district's Child Find activities,
 - b) Providing CDI MSHS with information on district criteria used to determine if Special Education services are warranted, and
 - c) Accepting and processing referrals from CDI MSHS as the referring agent.
2. **CDI 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 CDI by local school districts.

V Definition of service area

- 1. CDI MSHS Program, serving Wintergarden/Panhandle/NM/NV located in the **Eagle Pass Independent School District**
- 2. Eagle Pass Independent School District (LEA) service area

VI 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 CDI MSHS staff.

VII Program Technical Assistance

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

VIII 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.)

IX Block Grant Act of 1990 (Communication and parent outreach for smooth transition to the public school system for preschool children, including children with disabilities.

- 1. Develop and implement a systematic procedure for transferring, with parental consent, CDI 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
 - a. The instructional and other services provided by the school in which such child will enroll after participation in CDI MSHS and
 - b. 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 CDI MSHS 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 CDI 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 CDI MSHS program.
9. Meet to discuss, devise a plan, and coordinate services for enrolled children with disabilities transitioning to publicly funded schools.

X 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.

XI Assessments:

1. **Eagle Pass Independent School District** (LEA) agrees to conduct the following activities:
 - a. Evaluate children with suspected disabilities aged 3 years or older whom CDI 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 CDI MSHS
2. **CDI MSHS** agrees to conduct the following activities:
 - a. Hold an 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.
 - b. Obtain parents' written consent before the child is referred to the proper agency.
 - c. Depending on elapsed time between the referral and the evaluation, initiate the evaluation process in accordance with regulation 45 CFR Subpart F—Additional Services for Children with Disabilities and 1302.33.

XII Individual Education Plan Multi-disciplinary Team Meeting

1. **Eagle Pass Independent School District** (LEA) agrees to conduct the following activities:
 - a. Hold multi-disciplinary team meetings in the development of an IEP, and
 - b. Invite CDI MSHS to participate in the multi-disciplinary meeting to act as contributing members to the child's education program.
2. **CDI MSHS** agrees to conduct the following activities:

- a. Attend and participate in the multi-disciplinary team meetings, and assist in the formulation of an IEP,
- b. Invite **Eagle Pass Independent School District** (LEA) to participate in CDI MSHS multi-disciplinary meetings to act as contributing members to the child's education program and
- c. Encourage parents to participate in multi-disciplinary team meetings and writing IEP's.

XIII Individual Education Plan Review

- 1. **Eagle Pass Independent School District** (LEA) agrees to conduct the following activities when written parental consent has been obtained.
 - a. Provide a copy of the IEP to CDI MSHS for children who are dually enrolled and are being provided services by CDI MSHS and **Eagle Pass Independent School District (LEA)**,
 - b. Inform CDI MSHS 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 CDI MSHS
- 2. **CDI MSHS 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)

ADDRESS OF SERVICES: Community Partner shall deliver services at the following address (es):

Eagle Pass I, 687 FM 2030, Eagle Pass, Texas 78852

Eagle Pass II, Seco Mines, 2990 Diaz St., Eagle Pass, Texas 78852 and

Eagle Pass Infant and Toddler, 302 Balcones Boulevard, Eagle Pass, Texas 78852.

2. Term of Agreement

This Agreement will become effective on **08/01/2019** and will terminate on **05/30/2020** unless either party terminates agreement earlier as provided below. All contracts automatically expire after one year unless renewed in writing.

3. Terminating the Agreement

Either party may terminate the Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate. Upon such termination of this Agreement, CDI HS shall have no further obligations or responsibilities under this Agreement or relating to the services described herein, and Community Partner shall be deemed to have released CDI HS from any such further obligations or responsibilities without the need for further action on the part of Community Partner.

4. Expenses

Community Partner shall be responsible for all expenses incurred while performing services under this Agreement.

5. **IN KIND:** The actual value of Community Partner services is **\$ 0**, so Community Partner is providing **\$ 0** of in-kind donation to CDI HS.

6. Materials

Community Partner will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.

7. **Independent Contractor Status**

Community Partner is an independent contractor, and neither Community Partner nor Community Partner's employees or contract personnel are, or shall be deemed, CDI HS's employees.

8. **Head Start Required Standards of Conduct**

If Community Partner will be in the facility during the time children are present, or interact with children and families in any way, the following standards of conduct must be agreed to for initial and continued service, as set out in Head Start Program Performance Standard 1302.90(c):

- Community Partner agrees to use only positive strategies to support a child's well-being and prevent and address challenging behavior;
- Community Partner must not maltreat or endanger the health or safety of children. Contactor must not:
 - a. Use corporal punishment;
 - b. Use isolation to discipline a child;
 - c. Bind or tie a child to restrict movement or tape a child's mouth;
 - d. Use or withhold food as a punishment or reward;
 - e. Use toilet learning/training methods that punish, demean, or humiliate a child;
 - f. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
 - g. Physically abuse a child;
 - h. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or,
 - i. Use physical activity or outdoor time as a punishment or reward;
- Community Partner agrees to respect and promote the unique identity of each child and family and refrain from stereotyping on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;
- Community Partner agrees to follow program confidentiality policies concerning personally identifiable information (PII) about children, families, and other staff members in accordance with 45 CFR 1303, Subpart C (Protections for the Privacy of Child Records) and applicable federal, state, local, and tribal laws; and
- Community Partner agrees to never leave a child alone or unsupervised while under his/her care.

9. **Business Permits, Certificates, Background Checks and Licenses**

Community Partner acknowledges and agrees to submit to a complete background check process as required by 45 CFR 1302.90(b), which includes a verification of references, a sex offender registry check, a State or tribal criminal history records check (including fingerprint checks), and a Federal Bureau of Investigation criminal history record check (including fingerprint checks), and a child abuse and neglect registry check, to be performed at the sole cost of the Community Partner. The verification of references, sex offender registry check, and at least one of the state or FBI criminal history checks must be complete before the Community Partner may begin the services described in this agreement. The remaining criminal history check and the child abuse and neglect registry check must be completed within ninety (90) days of the start of services, or the services (and all associated payment obligation) must be suspended until such time as the background check process is complete.

Community Partner has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

10. Insurance

- a. **Insurance Coverage.** Throughout the term of this Agreement, Community Partner shall maintain workers compensation insurance in the amount required by statute and all other insurance (including commercial general liability) of the type and in the amounts customarily carried by persons or entities carrying out the types of services to be performed under this Agreement. CDI HS shall not obtain workers' compensation insurance on behalf of Community Partner or Community Partner's employees.
- b. **Proof of Insurance.** At the request of CDI HS, Community Partner shall provide certificates or other acceptable evidence of insurance evidencing the foregoing coverage and shall provide CDI HS with prompt written notice of any material change to the same.

11. Assurances

Community Partner:

- a. Will comply with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
- b. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.
- c. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- d. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.
- e. Will make positive efforts to subcontract with small businesses, minority-owned firms, and women's business enterprises.

12. Confidentiality and Protection of PII

- a. Neither party shall share confidential information regarding children, or families with the other party or with outside entities absent written permission from parent.

- b. Neither party shall share confidential information regarding employees or business operations of the other with third parties without written consent from the other to do the same.
- c. **Personally Identifiable Information**
Personally Identifiable Information (“PII” or “Information”) means any information that could identify a specific individual, including but not limited to a child’s name, name of a child’s family member, 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 Agreement**
Any PII or other information about Head Start or Early Head Start program participants (children and families) or CDI HS employees, including anything which the Community Partner sees or hears, as well as all forms of written communication, including electronic communication, that an independent Community Partner gains as a result of the performance of services under this Agreement is confidential information.
- e. **Disclosure of Information to CDI HS Staff**
PII and information concerning a child, family member, program participant, or CDI HS staff member is to be shared with other CDI HS staff to the extent that such information is necessary for the Community Partner to effectively perform his/her duties under this Agreement.
- f. **No Disclosure of Information to Third Parties**
PII and information concerning a child, family member, program participant, or CDI HS staff member is not, under any circumstances, to be shared with any individual or organization outside of CDI HS.
- g. **Unauthorized Disclosure of Information**
In the event that Community Partner makes an unauthorized disclosure of information prohibited by this Agreement, the parties acknowledge that the right of privacy of children, families and/or CDI staff will be violated, and that CDI HS may, at its discretion: (i) provide the Community Partner an opportunity to self-correct, (ii) prohibit the Community Partner from access to records, PII, or other Information for a set period of time, and CDI HS will have the right to initiate legal action against Community Partner on account of such disclosure.
- h. **Review of Confidentiality Provisions**
CDI HS shall review this Agreement annually, and if necessary, the parties shall update the Agreement in accordance with 45 CFR 1303.22(d).

13. Indemnity

To the fullest extent permitted by law, Community Partner shall indemnify and hold harmless CDI HS from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees related thereto or to the enforcement of this paragraph, arising out of or resulting from performance of the work required under this Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use therefrom, but only to the extent caused by the negligent acts or omissions of Community Partner, a sub Community Partner, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

Likewise, CDI HS shall indemnify and hold harmless Community Partner from and against claims, damages, losses and expenses including but not limited to attorneys' fees related

thereto or to the enforcement of this paragraph, arising out of or resulting from performance of the work required under this Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use therefrom, but only to the extent caused by the negligent acts or omissions of CDI HS or its Employees regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

14. Exclusive Agreement

This is the entire Agreement between Community Partner and CDI HS.

15. Notices and Communication:

Formal notice under this agreement shall be given in writing to the addresses listed below. Notice is effective on the date of delivery. If notice is by US mail, delivery is presumed to be completed three (3) days after the date upon which notice was mailed. Informal communication may be by e-mail, phone call, or in-person.

If to Community Partner:
Samuel Mijares, Superintendent
587 Madison St.
Eagle Pass, Texas
(830)773-5181
samijares@eaglepassisd.net

If to CDI HS:
Emma McCoy
5102 N. Barlett Ave.
P.O. Box 450355
Laredo, TX 78041
(956) 683-6988
Emccoy@cditeam.org

With Copy to:

NIC Project Director
CDI Head Start
10065 E. Harvard Avenue, Suite 700
Denver, CO 80231

16. Attorney's Fees

In the event of any action in connection with any controversy arising out of this Agreement or any of its terms, the prevailing party shall have the right to collect from the other party in such action all attorneys' fees and other costs reasonably incurred in connection with its action on the Agreement.

So agreed by:

Signatures

Eagle Pass Independent School District

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Taxpayer ID: _____

Community Development Institute Head Start serving Multi-Sate Migrant Seasonal Head Start

Signature: _____ Date: _____

Printed Name: _____ Title: _____