



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC** Approval of Memorandum of Agreement between United ISD and Webb County for the Webb County Head Start/Early Head Start Program Program

**SUBMITTED BY:** Fortunato Paredes **OF:** School Attorney

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** \_\_\_\_\_

**DATE ASSIGNED FOR BOARD CONSIDERATION:** November 18, 2015

**RECOMMENDATION:**

It is recommended that the United ISD Board of Trustees approve the Memorandum of Agreement between United ISD and Webb County for the Webb County Head Start/Early Head Start Program.

**RATIONALE:**

**BUDGETARY INFORMATION**

**BOARD POLICY REFERENCE AND COMPLIANCE**

**A MEMORANDUM OF AGREEMENT BETWEEN  
UNITED INDEPENDENT SCHOOL DISTRICT AND WEBB COUNTY FOR THE WEB COUNTY  
HEAD START/EARLY HEAD START PROGRAM**

**I. Parties to the Agreement**

- A. United Independent School District (UISD); and
- B. Webb County Head Start/Early Head Start

**II. Purpose of Agreement**

- A. To improve availability and the quality of services for Webb County's children, age 0 through age five, and their families
- B. To support children's optimal development and readiness for school entry and Success
- C. To address the unique strengths and needs of the local population, such as homeless, migrant, or non-English speaking families
- D. To promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate
- E. To promote further collaboration to reduce duplication and enhance efficiency of services
- F. To define the roles and responsibilities of the named parties toward coordinator and greater collaboration; enhance linkage and relationships; and exchange information on the provision of educational 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 families

**III. Program Description**

- A. Webb County Head Start/Early Head Start (Laredo, El Cenizo, and Rio Bravo, Texas)
- B. Head Start/Early Head Start 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 are for children from 0 to 5 years of age and their families.

Head Start/EHS is mandated to assume a leadership role in the development of partnerships with community agencies and service providers. Each Head Start, Migrant

and Seasonal, and American Indian/Alaska Native Head Start program must have a written agreement with *the local* school system (LSS) or **local education** agency (LEA) to coordinate and **collaborate to** best meet the needs of children and families.

- C. United Independent School District is a stated funded school district whose vision is to have safe schools and caring environments that motivate and prepare students to contribute and excel in life.

#### **IV. Authority**

- A. Head Start's/EHS responsibility 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 is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007."
- B. The UISD; is authorized by the Texas Education Agency.

#### **V. Guiding Principles**

- Create and maintain a meaningful partnership to promote school readiness so that children from low-income families in Head Start/EHS programs, or who are preschool age, may receive comprehensive services to prepare them for elementary school and to address any potential "achievement gap"
- Develop successful linkage within the context of No Child Left Behind Act of 2001, the Head Start Act (2007), and Texas Education Agency School Readiness legislation, policies, and procedures
- Plan and implement strategies based on practice and research that have proven to support children's school success
- Respect the uniqueness of each locality's needs and resources
- Promote the involvement of members of the early care and education communities
- Share commitment, cooperation, and collaboration for a coordinated service delivery system

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

The UISD and the Webb County Head Start/EHS Program will work together for the review, coordination, collaboration, alignment, and implementation of each of the following 10 activities, as mandated by the Act.

- A. Educational activities, curricular objective, and instruction
1. 642(f) Implement a research-based early childhood curriculum that (E) is aligned with the Head Start Child Outcomes Framework developed by the Secretary and, as appropriate, State early learning standards
  2. 642 A(3) Establish ongoing communication between the Head Start/EHS agency and local education agency for developing continuity of developmentally appropriate curricular objectives (which for the purpose of the Head Start/EHS program shall be aligned with the Head Start Child Outcomes Framework and, as appropriate, State

early learning standards) and for shared expectations for children 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. 642(e) (1) Generate support and leverage the resources of the entire local community in order to improve school readiness
  2. 642 A(2) Establish ongoing channels of communication between Head Start staff and their counterparts in the schools (including teachers, social workers, local educational agency liaisons designated under section 622(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. 642 A(13) Develop and implement a system to increase program participation of underserved populations of eligible children
  2. 642(f)(10) 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 described in section 641A(a)(1)(B) and acquisition of the English language
  3. 641 A(E) Include information on the innovative and effective efforts of the Head Start /EHS 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. 641(H) 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 involved, including-
    - (i) Programs implementing grant agreements under the Early Reading First and Even Start programs under subparts 2 and 3 of part B of title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C.6371 et seq., 6381 et seq.)
    - (ii) Other preschool programs under title I of that Act (20 U.S.C. 6301 et seq.)
    - (iii) Programs under section 619 and part C of the Individual with Disabilities Education Act (20 U.S.C. 1419, 1431 et. seq.)
    - (iv) State pre-kindergarten programs
    - (v) Child care programs
    - (vi) The educational programs that the children in the Head Start/EEHS program

Involved will enter at the age of compulsory school attendance

- (vii) Local entities, such as a public or school library for –
  - a. Conducting reading readiness programs
  - b. Developing innovative program to excite children about the worlds of books, including providing fresh book in the Head Start classroom
  - c. Assisting in literacy training for Head Start/EHS teachers
  - d. Supporting parents and other caregivers in literacy efforts

**D. Definition of service areas**

Webb County (Laredo, El Cenizo, Rio Bravo), Texas

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

1.642A (4) Organize and participate in joint training including transition-related training for school staff and Head Start/EHS staff

**F. Program technical assistance**

1.642(10) Link the services provided in such Head Start/EHS program with educational services, including services relating to language, literacy, and numeracy, provided by such local educational agency

2.648(i) (e)(3) Encourage States to supplement the T/TA funds with Federal, State, or local funds other than funds made available to expand training and technical assistance activities beyond Head Start/EHS agencies to include other providers of other early childhood education and development program within a State

**G. Provision of services to meet the needs of working parents, as applicable**

1. 642(e) Coordinate activities to make resources available for full working-day and full calendar year available to children
2. 642(e)(3) 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 kindergarten with**

1. 642A (1) Develop and implement a systematic procedure for transferring, with parental consent, Head Start/EHS program records for each participating child to the school in which such child will enroll
2. 642(5) 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. 642(6) Conduct outreach to parents and elementary school (such as kindergarten) teachers to discuss the educational, developmental, and other needs of individual children
4. 642(7) Help parents of limited English proficient children understand-
  - (A) The instructional and other services provided by the school in which such child will enrolled after participation in Head Start/EHS; 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. 642(8) Develop and implement a family outreach and support program, in cooperation with entities carrying out parental involvement efforts under title 1 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. 642(9) Assist families, administrators, and teachers in enhancing educational and developmental continuity and continuity of parental involvement in activities between Head Start/EHS services and elementary school classes
7. 642(11) Help parents (including grandparents and kinship caregivers, as appropriate) to understand the importance of parental involvement in a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from Head Start to elementary school.
8. 642 (12) Help parents understand the instructional and other services Provided by the school in which their child will enroll after participation in the Head Start/EHS program

I. Provision and use of facilities, transportation, and other program elements

1. 642(e)(4)

- (A) Collaborate on the shared use of transportation and facilities, in appropriate cases
- (B) Collaborate to reduce the duplication and enhance the efficiency of services while increasing the program participation of under-served populations of eligible children
- (C) Exchange information on the provision of no educational Services to such children

J. Other elements mutually agreed 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 report 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 with respect to such reports and records, and that applicable State and Federal laws for exercise 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 meeting 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.

**X. Term of Agreement**

The agreement will become effective immediately after being signed and dated by all parties. By signing the agreement each agency agrees to the terms.

**XI. SIGNATURES:**

**For the United Independent School District**

\_\_\_\_\_  
**Roberto J. Santos, Superintendent of Schools**

\_\_\_\_\_  
**Date**

**For Webb County Head Start**

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**Tano E. Tijerina,  
Webb County Judge**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Aliza F. Oliveros  
Head Start Executive Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Margie Ramirez Ibarra  
Webb County Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Marco A. Montemayor  
Webb County Attorney**

\_\_\_\_\_  
**Date**

**\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of the clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**