Memorandum of Understanding

This Memorandum of Understanding entered into between the Houston Independent School District ("HISD"), a public school district organized under the laws of the State of Texas, 4400 West 18th Street, Houston, Texas 77092, and (Insert agency name, Inc. Head Start, (agency acronym) a federally-funded early childhood program, located at (insert agency address) #, thereby establishes that HISD and (insert agency name) agree to the following:

HISD WILL PROVIDE:

- Houston ISD CLEAR Curriculum
- Houston ISD Certified Teacher
- State-adopted Scholastic System
- State Pre-Kindergarten Guideline
- Houston ISD teacher provides full-day instruction to 3 and 4 year old children daily at satellite classroom settings.
- Professional development opportunities are offered to HISD teacher annually through:
  - District-wide offerings
  - School-base professional opportunities
  - Provided support to attend local/National conference.
  - Region VI

(Agency acronym) STAFF WILL PROVIDE:

- Curriculum support focused on child's social/emotional, cognitive and physical development.
- Follow NAEYC criteria for instruction and curriculum.
  Currently the (agency acronym) Child Care Partnership is utilizing the Scholastic Curriculum. This curriculum is state approved and meets all Head Start regulations.
- Classroom that caters to at least 4 hours of instruction on a daily basis.
- Extended care available to all PK students.
- Common team planning for SRI teachers
- Support such as food services, after school care, and parent training based on delineated roles responsibilities of each program and as agreed upon on SRI Partnership agreement.
- Services to children with identified special needs through the (agency acronym) internal referral process. HS also provides Mental Wellness, Health, Nutrition and other service to families and children.

STAFF DEVELOPMENT/TRAINING:

- Staff Development will be provided on HISD Staff Development days to all partner staff.

ASSESSMENT:

- Language Proficiency Test – IPT IDEA Test is administered to identify the language for learning program placement for each student. Yearly monitoring occurs to identify correct program placement.
- Progression of Skills Report (report card) is done every twelve weeks as part of academic progress monitoring.
- Head Start staff will monitor children's progress by anecdotal notes and completing the LAP-3 assessment the beginning, middle, and end of the year and will share results.

TERM OF AGREEMENT

The term of this Agreement shall be from (insert dates) through (insert dates) with adjustments to agency acronym Head Start's yearly calendar and HISD's school year calendar as mutually agreed upon at each school in the collaborative. Any provision of the preceding sentence to the contrary notwithstanding, this Agreement shall be terminated by either party as provided in the Termination section of this Agreement.

TERMINATION

This Agreement may be terminated prior to the expiration of the term hereof as follows:

- □ By mutual agreement of both parties; or
- □ By HISD, with or without cause, upon thirty-day written notice to the other party; also allowing ample time to identify alternate sites for relocation of children, minimizing the degree of disruption to children and parents, or
- □ By agency acronym Head Start, with or without cause, upon thirty day written notice to the other party.

REPORTS

Agency acronym Head Start and HISD shall furnish program-operating reports, on a schedule to be mutually agreed upon. Such reports shall include, but not be limited to, activity and enrollment reports, food service reports/billing, concerns of teachers, supervisors, principals, and other persons regarding the activities at the

campus level. The agency acronym Head Start Center Administrator and the HISD Brookline Elementary School administrator will be responsible for immediately reporting concerns to each other. If the situation cannot be resolved at the school/center level, the appropriate agency acronym Head Start and HISD Administrator shall be notified, and the situation will then be addressed at that level.

RELATIONSHIP TO PARTIES

It is understood and agreed that Head Start is an independent contractor and neither (agency) Head Start nor any employee or agent contracted by it shall be deemed for any purposes to be employees or agents of HISD. (Agency) Head Start will assume full responsibility for the actions of such personnel while performing any services incident to this Agreement and shall remain responsible for their supervision, daily direction and control, and payment of salary. It is further understood and agreed that HISD is an independent contractor and neither HISD nor any employee or agent contracted by it shall be deemed for any purposes to be employees of Head Start. It is understood by the parties that the principal of the collaborating school will work together with the liaison, HISD Administrative District office, HISD Early Childhood Manager, and the Head Start Director.

NO WAIVER OF IMMUNITY

Neither Head Start nor HISD shall waive or relinquish any governmental immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

AUTHORIZATION OF AGREEMENT

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addresses out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: (Agency Name)
Agency address
Houston, TX 77xxx

To HISD:
Houston Independent School District
Attn: Dr. Abelardo Saavedra, Superintendent of Schools
4400 West 18th Street
Houston, Texas 77092

Any party may designate a different address by giving the other party ten days written notice in the manner provided above.

NO ASSIGNMENT

No assignment of this Agreement or of any duly or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

SECTION HEADINGS

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms of provisions of the sections of this Agreement.

GOVERNING LAW

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Harris County, Texas, for any action under this Agreement.

COMPLETE UNDERSTANDING

This Agreement shall constitute the complete understanding of the (agency) Head Start and HISD, and may not be modified in any manner without the express written consent of all parties.

DEBARMENT CLAUSE

Provider, certifies, to the best of is 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.

FOUR ORIGINALS

This Agreement is executed in four (4) copies, each of which shall have the full force and effect of the original Agreement, and each of which shall constitute but one in the same instrument.

In witness thereof, the parties here to have caused this MOU to be executed as of the day and year listed below.

Agency Name Head Start	Houston Independent School District
_____	_____
Agency Signature Executive Director (title)	Dr. Abelardo Saavedra Superintendent of Schools
_____	_____
Date	Date