

**White Settlement Independent School District
Child Care Associates/Head Start**

Memorandum of Understanding (MOU)

PARTIES TO THE MOU:

This memorandum of understanding (MOU) represents a collaborative agreement between **Child Care Associates** (GRANTEE of the Head Start Programs for Tarrant County), herein referred to as “CCA/HS” and **White Settlement Independent School District**, (a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas), and herein referred to as “ISD” for services.

PERIOD OF MOU:

The MOU period will be August 1, 2017 to July 31, 2019, unless the agreement is amended in writing and approved by both parties.

SERVICE AREA:

ISD and CCA/HS will collaborate to deliver services within the ISD district and within Tarrant County.

PURPOSE:

The purpose of the Head Start – Pre Kindergarten MOU is to:

- A. Create full-day, full-school year early care and education services for income-eligible families who need services offered collectively by ISD and CCA/HS;
- B. Identify the collaboration roles and responsibilities of the parties and enhance linkages and relationships to deliver coordinated services;
- C. Improve the availability, quality and coordination of comprehensive services for children ages three through five and their families by ensuring that all children in the service area have access to high quality education and comprehensive services;
- D. Support children’s optimal development, kindergarten readiness and comprehensive services;
- E. Support the unique strengths and needs of the families of the service area;
- F. Increase coordination and efficiency of services; and
- G. Coordinate resources and information including data, child assessments, financial resources, equipment and other educational supports.

REGULATORY AUTHORIZATION:

- A. Head Start’s responsibility for coordination and collaboration with the appropriate local entity responsible for managing high quality publicly funded preschool programs in the service area of the Head Start grantee is mandated in the Head Start Act: Public Law 110-134 “Improving Head Start for School Readiness Act of 2007”;
- B. In accordance with the Head Start Act: Public Law 110-134 “Improving Head Start for School Readiness Act of 2007,” Child Care Associates Head Start will coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.), the agencies responsible for administering section 106 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a) and parts B and E of Title IV of the Social Security Act (42 U.S.C. 621 et seq., 670 et seq.), programs under subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.), Even Start programs under subpart 3 of part B of title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6381 et seq.), programs under Section 619 and Part C of the Individuals with Disabilities Education Act (IDEA)(20 U.S.C. 1419, 1431 et seq.), and other entities providing early childhood education and development programs or services, serving the children and families served by the Head Start agency.

JOINT ROLES IN COLLABORATION, ALIGNMENT AND IMPLEMENTATION:

Neither party will discriminate in educational programs and activities or in employment relating to this contract on the basis of race, color, religion, national origin, sex, sexual orientation, age or disability.

PURPOSE:

ISD and CCA/HS will collaborate fully on the following:

- A. Educational activities including child and teacher classroom environment assessments;
- B. Recruitment activities to include public information related to the partnership;
- C. Resources and responsibilities for ongoing staff development;
- D. Program technical assistance;
- E. Assessing and responding to parent needs;
- F. Transition activities for kindergarten placement;
- G. Use of facilities;
- H. Disabilities services, referrals and further assessments;
- I. Alignment of curriculum with activities and objectives that support a co-teaching learning environment in which both teachers share the responsibility of lesson planning, delivery of instruction and progress for all students assigned to their classrooms. As a team, the teachers share classroom space (in regard to location assignment),

collaboratively make instructional decisions and share the responsibility of student accountability. The teaching team will utilize the TEA (Texas Education Agency) Co-teaching guidelines;

- J. Sharing educational data through at least 3rd grade at an aggregate level and/or individual level as appropriate to ensure program impact is measured and tracked.
- K. Sharing documentation to support CCA/HS Non-Federal Share requirements; and
- L. Other elements/programs as listed below or as mutually agreed upon in future iterations of, or addendums to this MOU.

ISD RESPONSIBILITIES:

- A. The ISD will coordinate to provide collaborative Head Start and Pre-K services for age and income eligible Pre-K children and their families for a minimum of 420 minutes per day for not less than 1,020 hours annually;
- B. The ISD will provide one certified pre-kindergarten teacher and one teaching assistant in each of the ISD and CCA/HS collaborative Pre-K classroom. (See Appendices A-I and A-II). The non-federally funded teacher and teaching assistant compensation will be considered Non-Federal match for CCA. Other staff such as administrative staff, additional teaching staff (music, library and art) should be charged on a percentage basis of time/children to be included as Non-Federal match for CCA/HS. Documentation of this cost will be submitted by the ISD to CCA/HS (See Appendix B);
- C. The ISD will provide office space for one Family Service Advocate to be available onsite for engaging and supporting families;
- D. The ISD will permit any Head Start federal or state authorities or other regulatory agencies to observe and evaluate the delivery and/or performance of services. This includes access to any books, papers, and records of the ISD that are directly related to this agreement for the purpose of making an audit, examination, photocopies, excerpts and transcriptions. The ISD will comply with all laws, ordinances, rules and regulation of any government entity pertaining to its performance pursuant to this agreement;
- E. ISD will collaborate with CCA/HS to correct any written notice of findings and/or noncompliance(s) found during the Head Start Program Review process and provide written evidence of correction or improvement;
- F. ISD will maintain complete records which pertain to the agreement for a period of three (3) years beyond the agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- G. ISD will ensure that existing campus medical staff is available to Head Start children attending on ISD campuses. This will include provision for state of Texas annual

requirements for vision, hearing, and height and weight screenings to be completed within forty five (45) days of the first day of school. In addition, the ISD medical staff will assist CCA/HS in collecting children's immunizations, physicals, dental checkups, and lead testing prior to enrollment in order to receive full day services;

- H. ISD will assure in accordance with the Federal Drug-Free Workplace Act of 1988, that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited for individuals who are directly engaged in the performance of work pursuant to this agreement;
- I. ISD will comply with TEA requirements on criminal background checks to ensure that potential employees have not been convicted of crimes that would invalidate their acceptability for employment;
- J. ISD will remain in compliance with all local, state and federal rules, regulations and requirements. If compliance is not met, CCA/HS may terminate this agreement immediately should CCA/HS determine that the findings impact the provisions;
- K. ISD will maintain child and family data, that contains of personal and confidential information, within a secured area accessible to ISD staff;
- L. ISD will not assist, transfer or subcontract for the provision of services under this agreement prior to written consent obtained from CCA;
- M. ISD will indemnify and hold harmless CCA, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law;
- N. ISD agrees to ensure attendance of ISD staff to pertinent collaboration meetings and trainings as required or mandated;
- O. ISD agrees to ensure that the appropriate staff will provide support to ensure the delivery of services;
- P. ISD agrees to comply with 45 CFR Chapter XIII, HSPS and the Head Start for School Readiness Act of 2007 and other applicable regulations provided by CCA/HS;
- Q. ISD will provide meals as per USDA/School Nutrition Program guidelines. Children in the collaboration will not be charged for meal service. CCA/HS staff required to eat with the children (family style service) will have their meals reimbursed from Head Start funds on a monthly basis upon verification of eligibility and meal consumption. ISD will bill CCA/HS for the adult meals consumed, by the 15th day of that month. No outside foods or drinks other than water will be allowed in the collaboration classrooms. CCA/HS will provide daily snacks for all Head Start children;
- R. ISD will provide, at no cost to CCA classroom space on ISD campuses where like-aged children attend. This space, along with usual and customary usage of the accompanying

facilities such as library and playground, will be assessed at a fair market value (building use) for each classroom, with a monthly rental valuation (utilities) per hour per classroom. These ISD donations shall be utilized by CCA/HS for Non-Federal Match;

- S. On a periodic bases, CCA/HS and/or its contractor will be given access to perform a certified facilities appraisal for space used in the collaboration;
- T. ISD will receive all evidence-based referrals from CCA/HS to Local Education Agency (LEA) for Part B or related services and maintain reciprocal progress communications 60, 90 and 120 days from date of referral (See Appendix C);
- U. ISD will provide appropriate substitute staff in collaboration classes, in agreement with Appendix D;
- V. ISD will schedule quarterly meetings with CCA leadership to review the partnership;
- W. ISD will provide an ISD employee or trained volunteer in order to provide a duty-free, thirty (30) minute lunch break for the CCA/HS teacher and teacher assistant for classrooms staffed by CCA/HS;
- X. ISD will allow outside evaluators to monitor or assess the classroom and instructional delivery including CLASS assessors up to two (2) times annually as required by 45 CFR Chapter XIII, HSPS and the Head Start for School Readiness Act of 2007; and
- Y. ISD will indemnify and hold harmless the CCA/HS, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the Contractor, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law.

CCA/HS RESPONSIBILITIES:

- A. CCA/HS will provide one degreed early childhood teacher and one teacher assistant in each ISD collaborative pre-K classroom (See Appendix A);
- B. CCA/HS will ensure all vacancies for CCA teachers and /or teacher assistants are filled by CCA/HS within 30 calendar days;
- C. CCA/HS will ensure hiring preference for a minimum of one bilingual staff per classroom on ISD bilingual campuses;
- D. CCA/HS will develop with input from the ISD a Collaboration Handbook outlining processes and procedures, with an annual review period prior to beginning of new school year;
- E. CCA/HS will permit the ISD and other regulatory agencies to observe and evaluate the delivery and/or performance of contracted services. This includes access to any books, papers, and records of the ISD that are directly related to this contract for the purpose

of making an audit, examination, photocopies, excerpts and transcriptions. CCA/HS and the ISD must comply with all laws, ordinances, rules and regulations of any government entity pertaining to its performance pursuant to this agreement;

- F. CCA/HS will maintain complete records which pertain to the agreement for a period of three (3) years beyond the agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period;
- G. CCA/HS will provide children and family support services as per 45 CFR Chapter XIII, HSPS and the Head Start for School Readiness Act of 2007;
- H. CCA/HS will complete, maintain and review child files for eligibility criteria requirement;
- I. CCA/HS will ensure Head Start representatives regularly conduct scheduled on going, on-site monitoring visits, technical assistance and training, and review of children and family files;
- J. CCA/HS will provide ISD with written copies of site visit reports for corrective action as appropriate;
- K. CCA/HS will provide ongoing training and technical assistance as needed in all areas of the program;
- L. CCA/HS will convene regular collaboration meetings to evaluate service delivery in accordance with 45 CFR Chapter XIII, HSPS and the Head Start for School Readiness Act of 2007, and
- M. CCA/HS will indemnify and hold harmless the ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including legal fees and disbursements, that the Contractor, its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees of negligence in the performance of its obligations.

CLASS COMPOSITION:

- A. Each classroom will support a minimum of seventeen (17) and a maximum of twenty (20) children;
- B. Classrooms are located in the ISD and CCA/HS campuses, and
- C. Ten (10) percent of student slots will be available for children with special needs to support Head Start Performance Standards (HSPS).

ELIGIBILITY:

ISD and CCA/HS will ensure that the program meets and maintains eligibility, recruitment, selection, enrollment, and attendance requirements as required by both TEA and HSPS part §1302.1, Subpart A.

- A. Children must meet age requirements (three or four years of age) by September 1 of each enrollment year;
- B. At least 90 percent of children enrolled are from low-income families within the 100 percent federal poverty guidelines and no more than 10 percent of children enrolled are from families within 130 percent of the federal poverty guidelines;
- C. Family income is verified by a CCA/HS employee, based on CCA/HS income eligibility, before determining that a child is eligible to participate in the program;
- D. CCA/HS will assist the ISD with obtaining annual eligibility updates from collaboration children and families as required by state and local entities. The ISD will publicize Pre-K through public notices in English and Spanish in accordance with the Texas Education Code (TEC) 29.153 (e), p.192.

RECRUITMENT:

- A. ISD and CCA/HS will recruit from service areas identified as those most in need;
- B. ISD and CCA/HS will ensure, prior to the beginning of the enrollment year, the solicitation of applications from as many Head Start eligible families within the service area as possible, and
- C. CCA staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment is obtained.

SELECTION:

- A. ISD and CCA/HS will ensure that no child is placed in the collaboration classes without following established systematic selection process criterion;
- B. ISD and CCA/HS will ensure that evidence is collected that fully supports proof of eligibility, and
- C. At the beginning of each enrollment year the ISD will assist CCA/HS to develop and maintain a Head Start waitlist that ranks Head Start eligible children according to the established systematic selection process.

ENROLLMENT:

- A. ISD and CCA/HS will coordinate to provide joint Pre-K and Head Start Registration;
- B. Full enrollment shall be maintained at all times. (each classroom shall have from seventeen (17) to twenty (20) children per classroom with two (2) adults present);
- C. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal;

- D. ISD and CCA/HS will ensure that the collaboration maintains its funded enrollment level throughout the school year;
- E. ISD and CCA/HS will monitor enrollment vacancies to ensure filling vacancies within thirty (30) calendar days from the date of a declared vacancy;
- F. ISD and CCA/HS will ensure that a child found to be income eligible for participation in the collaboration will remain income eligible throughout the school year and the succeeding enrollment year (if applicable), and
- G. ISD will provide pre-kindergarten enrollment packets to CCA/HS;

ATTENDANCE:

- A. ISD and CCA/HS will communicate appropriately when the average daily attendance falls below eighty five percent (85%);
- B. ISD and CCA/HS will initiate appropriate family support procedures for all children with multiple and/or consecutive absences. When a child is absent, parents will be contacted by CCA/HS within one hour of school arrival time;
- C. ISD and CCA/HS will provide collaborative services to eligible students for the district-adopted school calendar year;
- D. The ISD will allow CCA/HS to communicate freely with the families of children enrolled and attending collaborative classrooms, and
- E. The ISD and CCA/HS teacher will report daily attendance by 10:00 a.m. to CCA/HS office by email.

SUSPENSION AND EXPULSION:

Limitations on Suspension

To support children and to support the HSPS §1302.17:

- A. The use of suspension must be prohibited or severely limited due to a child's behavior. Such suspensions may only be temporary in nature and must be approved by both ISD and CCA/HS;
- B. A temporary suspension must be used only as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be reduced or eliminated by the provision of reasonable modifications as determined necessary by the Response to Intervention Team (RTI);
- C. Before ISD and CCA/HS determine whether a temporary suspension is necessary, both participating agencies must engage with a mental health consultant, collaborate with the parents, the child's teacher, the school administrator and utilize appropriate community resources such as behavior coaches, psychologists, other appropriate specialists, or other resources as needed, to determine no other reasonable option is appropriate, and/or

- D. If a temporary suspension is deemed necessary, ISD and CCA/HS must help the child return to full participation in all ISD and CCA/HS activities as quickly as possible while ensuring the child's safety by:
 - a. Continuing to engage with the parents and a mental health consultant, and continuing to utilize appropriate community resources;
 - b. Developing and implementing a written plan to document the action and supports needed;
 - c. Providing services that include home visits, and,
 - d. Determining whether a referral to the ISD responsible for implementing IDEA (public law that ensures services to children with disabilities through the nation) is appropriate.

Prohibition on Expulsion

To support children and to support the HSPS §1302.17:

- A. A child cannot be expelled or withdrawn from the ISD and CCA/HS program due to the child's behavior;
- B. If a child exhibits persistent and serious challenging behaviors, all possible steps must be taken and documented to address such problems and to facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C.705 (9) (b) of the Rehabilitation Act is not excluded from the program on the basis of disability;
- C. If a child has an Individualized Educational Plan(IEP), the ISD must consult with CCA/HS to ensure the child receives the needed support services, and/or
- D. If a child does not have an IEP, CCA/HS must collaborate, with parental consent, with the ISD personnel responsible for implementing the IDEA.

POLICY ON FEES:

- A. There are no fees associated with participation in collaborative the ISD and CCA/HS services, and
- B. No child will be disallowed from participation due to standardized dress or ISD solicited parent financial support.

EDUCATIONAL DESIGN:

TEACHERS/INSTRUCTION:

- A. CCA/HS will provide one degreed teacher and one teacher assistant per 2-classroom partnership who will provide cognitive-based instruction for enrolled children;
- B. The ISD will provide one certified teacher, degreed and one teacher assistant per 2-classroom partnership who will provide cognitive-based instruction for enrolled children;
- C. Each classroom may participate in library, computer, music and P.E. classes as scheduling allows;
- D. The ISD will secure a substitute teacher in the event that the ISD teacher and/or assistant teacher is absent from duty. Costs incurred for the ISD substitute will be paid by the ISD;
- E. The ISD will secure a substitute teacher in the event that the CCA/HS teacher and/or CCA/HS teacher assistant is absent from duty. Costs incurred for the substitute for the CCA/HS teacher and/or assistant will be paid by the ISD. CCA/HS will reimburse the ISD for the teacher and/or assistant substitute for actual costs. (See Appendix D);
- F. The ISD Principal will serve as supervisor and evaluator for the ISD pre-kindergarten teacher and assistant teacher;
- G. The CCA/HS ISD Site Director will serve as supervisor and evaluator for the CCA/HS teacher and assistant, as applicable;
- H. The ISD principal and the CCA/HS Site Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened; and
- I. CCA/HS will provide one bilingual staff member (teacher or assistant) on bilingual campuses.

CURRICULUM:

- A. ISD and CCA/HS teachers will utilize a state-adopted, research-based curriculum in each classroom. The curriculum, developmentally appropriate materials, manipulative, consumable supplies and other resources for the classroom will be provided by the ISD and CCA/HS;
- B. The ISD will involve CCA/HS in the decision-making ____? A Pre-K curriculum.
- C. In the event that the ISD chooses to make significant adaptations to a curriculum to better meet the needs of one or more specific populations, these adaptations must be based on valid research and must have standardized training procedures and curriculum materials to support implementation. In addition these changes shall align with the “Head Start Early Learning Outcome Framework: Ages Birth to Five” as per 45 CFR Chapter XIII Head Start Performance Standards federal guidelines §1302.32;
- D. ISD and CCA/HS teachers will co-plan on a weekly basis to coordinate theme-based, hands-on instructional activities;

- E. In accordance with the Texas Pre-K Guidelines and the Head Start Early Learning Framework, ISD and CCA/HS teachers will minimally include the following in their weekly lesson plans: Objectives, Circle Time, Center Time, and Small Group Instruction;
- F. CCA/HS teachers will submit weekly lesson plans to the ISD principal, the CCA/HS Instructional Coach, and the CCA/HS ISD Site Director, and
- G. The school program for dual language learners must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

- A. ISD and CCA/HS will provide educational services at ISD campuses during the following hours within the ISD school calendar. (_____ a.m. to _____ p.m., students tardy after _____ a.m.);
- B. ISD and CCA/HS will provide educational services at CCA/HS campuses during the following hours within the ISD school calendar. (8:00 a.m. to 3:00 p.m.);
- C. ISD and CCA/HS will provide a thirty (30) minute duty-free lunch and a minimum of forty-five (45) minutes for planning, and
- D. ISD and CCA/HS will provide a joint-planning and meeting time to the ISD and Head Start teacher before the first day of the program year.

Professional Development

- A. CCA/HS teachers will be invited to appropriate ISD trainings during the program year that include ISD teachers;
- B. ISD teachers will be invited to appropriate CCA/HS trainings during the program year that include CCA/HS teachers;
- C. The ISD teachers on CCA/HS campuses will be trained on Child Care Licensing regulations and HSPS.
- D. CCA/HS teachers and the ISD teachers are encouraged to attend a co-teaching training at Region XI Education Service Center as facilitated by the ISD or CCA/HS, and
- E. The ISD teachers and assistant teachers will maintain a staff file which meets all Head Start Performance Standards and/or Child Care Licensing Minimum Standards as indicated by their assignment.

Screening/Assessment & Ongoing Progress Monitoring

- A. The ISD will involve CCA/HS in the decision-making towards decisions around TEA – approved screening tools and Kindergarten Entry Assessment.
- B. CCA/HS will administer assessments at the beginning, middle and end of the year. In the event that the same assessment is administered by the ISD, the ISD teacher and the

CCA/HS teacher will share collaboratively in the administration and completion of the assessment tool, and

- C. CCA/HS requires all classrooms to be assessed using the CLASS tool two (2) times annually. The ISD will allow outside evaluators to monitor or assess classrooms and instructional delivery using the CLASS assessment tool up to two (2) times annually as required by per 45 CFR Chapter XIII, HSPS and the Head Start for School Readiness Act of 2007.

Educational Data

- A. ISD will work to ensure that CCA/HS receives aggregated assessment data for children previously enrolled in Head Start, and
- B. CCA/HS requests data be provided by location for kindergarten to 3rd grade for all children previously enrolled in Head Start.

Coordination of Student Support & Supplementary Services

CCA/HS will initiate meetings between the ISD and CCA/HS. Meetings will be held at least one (1) time annually. Additional meetings may be initiated by either agency as the need arises. (See Appendix C).

PHYSICAL ENVIRONMENT:

- A. The ISD will provide tables, chairs and shelves as well as consumable supplies, to include supplies for classroom(s) restrooms and developmentally appropriate materials. CCA/HS will supply dramatic play furniture and consumable supplies and developmentally appropriate materials, and
- B. In CCA/HS locations, the ISD will provide developmentally appropriate materials including technology. CCA/HS will provide furniture, consumable supplies, to include supplies for classroom(s) restrooms and developmentally appropriate materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

- A. CCA/HS Family Services Advocates will provide comprehensive case management services to all families participating in the collaboration;
- B. CCA/HS Family Services Advocates will work with all families to develop family partnership agreements and assist families to develop goals toward school readiness and family engagement outcomes, including family well-being, parent child relationships, families as long life educators, families as learners, family engagement transitions, family connection to peers and the local community, and families as advocates and leaders.

- C. CCA/HS provides and encourages opportunities to all families participating in the collaboration to attend a research based Parent Curriculum training and bi- monthly or quarterly parent trainings.
- D. CCA/HS provides and encourages all parents to participate in CCA/HS Parent Committees, Policy Council and other parent advisory groups;
- E. Parents are encouraged to have ongoing communication with both ISD and CCA/HS staff;
- F. A minimum of two (2) home visits will be conducted with all Head Start families. The ISD teacher will be encouraged to participate with the CCA/HS teacher on all home visits, and
- G. A minimum of two (2) parent conferences will be conducted with all Head Start families. The ISD teacher will be encouraged to participate with the CCA/HS teacher on all parent conferences.

COMPREHENSIVE CHILD SERVICES:

- A. CCA/HS Nutrition Specialists will generate and track referrals for any CCA/HS child with documented concerns with height and/or weight.
- B. CCA/HS Health Specialists will generate and track referrals for any CCA/HS child to meet any treatment needs associated with health.
- C. CCA/HS Mental Health/Disability Specialist will generate and track referrals for any CCA/HS child with a suspected mental health concern, behavior concern or developmental delay. The Specialist will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMMENDMENTS/TERMINATION:

In the event that funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this contract shall terminate. No modification to this MOU shall be binding upon either party, unless the MOU is amended in writing and approved by both parties. Either party may terminate this MOU upon ninety (90) day written notice to the other party. This MOU may also be terminated at any time upon mutual written agreement of the parties.

NON-ASSIGNMENT AND SUBCONTRACTING:

This agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this agreement without the written consent of the other party.

ORAL AND WRITTEN AGREEMENTS:

All oral and/or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein.

Any alterations, additions or deletions in the terms of this MOU shall not be binding unless made by written amendment executed by both parties.

APPENDIX A-I: ISD Collaboration Locations

This form should be completed by the ISD and returned to CCA/HS by April 15TH of the program year.

Campus	Classroom	ISD Teacher	ISD T/A	CCA/HS Teacher	CCA/HS T/A	Student slots per classroom	Pre-K 3 or Pre-K 4
1.	Gen Ed ____ Bilingual ____						
2.	Gen Ed ____ Bilingual ____						
3.	Gen Ed ____ Bilingual ____						
4.	Gen Ed ____ Bilingual ____						
5.	Gen Ed ____ Bilingual ____						
6.	Gen Ed ____ Bilingual ____						
7.	Gen Ed ____ Bilingual ____						
8.	Gen Ed ____ Bilingual ____						
9.	Gen Ed ____ Bilingual ____						
10.	Gen Ed ____ Bilingual ____						
11.	Gen Ed ____ Bilingual ____						
12.	Gen Ed ____ Bilingual ____						
13.	Gen Ed ____						

	Bilingual ____						
14.	Gen Ed ____ Bilingual ____						
15.	Gen Ed ____ Bilingual ____						
Total							

Notes:

APPENDIX A-II: CCA/HS Collaboration Locations

This form should be completed by the CCA/HS and returned to ISD by April 15TH of the program year.

Campus	Classroom	ISD Teacher	ISD T/A	CCA/HS Teacher	CCA/HS T/A	# of Students	Students Ages
1.	Gen Ed ____ Bilingual ____						
2.	Gen Ed ____ Bilingual ____						
3.	Gen Ed ____ Bilingual ____						
4.	Gen Ed ____ Bilingual ____						
5.	Gen Ed ____ Bilingual ____						
6.	Gen Ed ____ Bilingual ____						
7.	Gen Ed ____ Bilingual ____						
8.	Gen Ed ____ Bilingual ____						
9.	Gen Ed ____ Bilingual ____						
10.	Gen Ed ____ Bilingual ____						
11.	Gen Ed ____ Bilingual ____						
12.	Gen Ed ____ Bilingual ____						

13.	Gen Ed ____ Bilingual ____						
14.	Gen Ed ____ Bilingual ____						
15.	Gen Ed ____ Bilingual ____						
Total							
Notes:							

APPENDIX B: Non-Federal Share

Appendix B: Non-federal share serves as evidence of the ISD and CCA collaboration agreement for non-federal share as required by federal law. Non-federal share is provided in the following categories:

Salaries (teachers, teaching assistants, % of administrative salaries, % of any ISD staff that have direct contact with dually enrolled classrooms; **Occupancy Costs** – square footage costs as determined by Texas Education Agency; **utility costs** (historical) per hour for use;

Child Care Associates Non-Federal Match Worksheet:

Attach new NFS form here:

CONFIDENTIAL

**ISD NON FEDERAL SHARE
Addendum to MOU**

District Approved Contact for Information Requests Below:

Name	Position	Email	Phone

Overall Instructions:

All Non Federal Share (NFS) must be paid with Non Federal Dollars
Please complete yellow items below.

Instructions:

- If position is vacation please note and use average salary and related fringe.
- Fringe should include all district paid benefits for employee. Can include, but not limited to: Employer taxes; health, dental, vision, and life insurance; retirement plan; workers compensation; and others covered costs as deemed appropriate.
- NonDirect Care is capturing total building NFS. Please provide the Total Children in Building (average enrollment number)

Direct Care

Teachers:

Classrooms / Location	Name	Salary	Fringe	Total
				\$ -
Total NFS Teacher Wages and Benefits Provided to CCA		\$ -	\$ -	\$ -

Teacher Assistants (TA):

Classrooms / Location	Name	Salary	Fringe	Total
				\$ -
Total NFS TA Wages and Benefits Provided to CCA		\$ -	\$ -	\$ -

NonDirect Care

Classroom/Location:	Total Children in Building Head Start Children Enrolled	Name	Salary	Fringe	Total
					\$ -
Principal					\$ -
Assistant Principal					\$ -
Early Childhood Administrator/Director					\$ -
Counselor(s)					\$ -
Nurse					\$ -
Librarian					\$ -
Speech Therapist					\$ -
Janitorial Services					\$ -
Information Technology					\$ -
Receptionist					\$ -
Secretary					\$ -
Cooks					\$ -
Security					\$ -
Total NonDirect Care		\$ -	\$ -	\$ -	\$ -
Allocated NFS Provided to CCA					#DIV/0!



Non-Federal Share Donated Items

Center/ISD Classroom/ISD School: _____ Date: _____

<u>Item Donated</u>	<u>Description</u>	<u>Estimated FMV of Item</u>	<u>Date Received</u>
Curriculums	_____	_____	_____
Classroom Supplies	_____	_____	_____
Equipment	_____	_____	_____
CCA's Employee District Training	_____	_____	_____
Technology	_____	_____	_____
Office Supplies	_____	_____	_____
Other Classroom Items	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		Total \$	_____

Donor Signature (ISD Representative) _____

Teacher Signature _____

Fair Market Value (FMV): Please describe how you determined the FMV of the donated items. For example, new items would be documented based on cost to purchase.

This form was provided to the donor as receipt for items given to Child Care Associates

APPENDIX C: Providing Services for Children with Disabilities

The purpose of this document is to ensure children receive special services consistent with the *Individuals with Disabilities Education Act (IDEA)*, Head Start Performance Standards 45CFRChapterXIII federal guidelines section 1302.32 and the ISD operating guidelines.

Specific procedures to implement the MOU are as follows:

- A. CCA/HS program will initiate the scheduling of regular meetings with the ISD. These will be held at least one (1) time annually. Additional meetings may be initiated by either agency as the need arises.
- B. Staff (or contact persons) whose primary responsibilities for children with disabilities will be involved with these meetings. They will generally be the ISD Special Education Director or designee and the CCA/HS Comprehensive Child Services Coordinator or designee.
- C. Referrals to ISD:

- a. CCA/HS will provide notification to the ISD Special Education Director of children receiving testing and/or services in Head Start who reside in the ISD attendance area on a regular basis during the year. This notification will include the address of residence, age of child, and services being provided to Head Start.
 - b. CCA/HS will screen all enrolled children within the first forty five (45) days of entry. Based on these screening results, children who score below an established “cut point” will be re-screened by classroom staff. If the child scores below the established “cut point” a second time, the teacher will make a referral to the CCA/HS Disability staff, who will, in turn refer to the ISD for further assessment. The further assessment will be requested only in the areas of concern identified by the screening results. (Teachers and parents with specific concerns will not be made to wait until after re-screening to make a referral for further assessments).
 - c. If a referral to the ISD is made, reports from all completed assessments will be provided to the ISD.
 - d. The ISD Special Education Director or designee will request the referral meeting by contacting the CCA/HS Comprehensive Child Services Coordinator after receiving the initial information.
 - e. Meetings will be held at CCA/HS facility or at the ISD facility as is mutually agreeable with the parent, CCA/HS and the ISD.
 - f. The content of the referral meeting will include:
 - i. Description of ISD services and qualification(s) requirements.
 - ii. Completion of the referral packet if appropriate and parent’s written agreement.
 - g. The ISD Diagnostician or speech therapist for the child’s home school will notify the parents and the CCA/HS Disabilities Specialist of all meetings regarding the child’s assessment and/or placement following TEA rules and regulations.
 - h. The CCA/HS Disabilities Coordinator and/or staff will attend the ISD meetings.
 - i. Special Education timelines apply to all referrals.
- D. Referrals to Head Start
- a. If the ISD identifies a child under five (5) years of age who may qualify for Head Start services, the appropriate ISD staff will make a referral to the CCA/HS Comprehensive Child Services Coordinator within five (5) working days.
- E. Service Coordination
- a. The CCA/HS Comprehensive Child Services Coordinator is responsible for fulfilling all service coordination needs of Head Start children unless otherwise specified in the Head Start IEP.
 - b. Progress Notes
 - i. The ISD will submit progress notes on their activities with the child at a minimum of every six (6) weeks or as requested by CCA/HS.

- ii. The ISD and CCA/HS will maintain copies in the respective student eligibility folder.
- c. Main Chart
 - i. Eligibility folders are to be maintained in the child's designated home campus or in the school where the ISD services are received. It will be the responsibility of that school to see that the ISD Admission Review and Dismissal (ARD) meetings are held at the appropriate times.
 - ii. Children, who qualify for the ISD special education services, but choose to continue attending Head Start and receive services from the ISD and will be enrolled in both CCA/HS and the ISD in order to receive ISD services.
- F. Other Agreements
 - a. Transition planning, transferring of records (with parent's written permission) and scheduling of ARD will occur as needed to provide for continuation of services to the child.
 - b. Joint staff training opportunities will be shared between the ISD and CCA/HS.

APPENDIX D: SUBSTITUTE STAFF

The purpose of this document is to signify an agreement between the ISD and CCA/HS regarding the provision of substitute ISD staff in the collaboration classrooms located in the ISD. These substitute staff will fall into one of the following categories.

A. Occasional Need

The occasional need for an ISD substitute would be required for CCA Head Start staff who:

1. Call in sick;
2. Have approved vacation time (this is discouraged during the 180 + ISD student days, or
3. Planned absences for training, home visits, or other time away as required and agreed upon by ISD and CCA/HS Administration.

B. Long-Term Need

The long term need for an ISD substitute would be required for CCA/HS staff member that is absent due to:

1. Approved Family Medical Leave;
2. Worker's Compensation Leave, or
3. Extended absence longer than 3 days, but not yet covered by FMLA.

CCA/HS will:

1. Notify the ISD staff of a pending absence (occasional or long term) according to the ISD policies for securing a substitute.
2. Communicate long term needs for an ISD substitute in writing to a Campus Principal, The ISD Designated Administrator and other staff as requested by the ISD.
3. Reimburse the ISD for substitute services provided in the CCA/HS classroom at the ISD pre-established rate, not to exceed actual cost per day.

ISD will:

1. Ensure all substitutes assigned to the CCA/HS and ISD classrooms are eligible according to the ISD policy. This includes a current criminal background.
2. Ensure that the ISD Business Office submits requests for reimbursement to CCA/HS for Substitute services no later than thirty (30) days following the work period. Supporting documentation should include the name of the substitute, the name of the CCA/HS staff for whom substitute services were requested, the date and time of the work complete.

The ISD and CCA/HS ISD shall both retain the right to terminate or amend this agreement upon giving a ninety (90) day written notice to the other party.

This agreement is in effect from August 1, 2017 – July 31, 2019, and will be reviewed before the end of May 31, 2019.

Signature

Date

ISD Superintendent
[print]

Signature

Date

Child Care Associates, President/CEO
[print]