

Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU

Board of Education Meeting: 06/26/25

Item Title: Memorandum of Understanding
Between NINOS Head Start and
Brownsville ISD for 2025 - 2026

X Action
Information
Discussion

BACKGROUND:

The Brownsville Independent School District (BISD) recognizes its responsibility to integrate a school readiness plan in collaboration with local entities providing Head Start services for three-year olds. The Memorandum of Understanding (MOU) sets forth procedures agreed upon by NINOS Head Start and BISD. The collaboration models will be implemented as follows: the Contractual Model will be implemented at 1 site, the ½ day co-enrolled model will 5 five sites and the two full-day Contractual Model Classrooms will be at 1 site. For the Contractual Model Classrooms, Ninos will fund 50% of the teacher's and paraprofessional salary up to \$50,000.00 annually, \$1,500 per classroom in supplies, and 50% reimbursement for substitute pay. The terms and conditions set forth in the following document shall constitute the entire agreement between the NINOS Head Start and BISD. BISD will pay the salary of seven (7) BISD teachers eight (8) paraprofessionals, and will in return receive ADA for the students' attendance. Additionally, all teachers and staff at the existing Head Start site at Burns II, the co-enrolled classrooms at Aiken, Burns, Brite, Benavides, and Perez, as well as the Vermillion Contract Model Classroom (SRI), will participate in all BISD Early Childhood Pre-Kindergarten trainings and assessments. This document has been reviewed and approved by legal counsel.


FISCAL IMPLICATIONS:

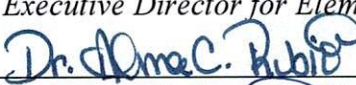
Categorical and/or Local 199 Funds

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding (MOU) with NINOS Head Start to include co-enrolled model at Aiken, Burns, Brite, Benavides, a co-teaching model at Perez and two full-day Contractual Model Classrooms at Vermillion Elementary. The collaboration will continue at all six elementary sites for the 2025-2026 school year.

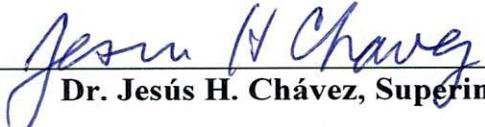
Approved for Submission to Board of Education:


Submitted by: Dolores Cisneros-Emerson
Executive Director for Elementary Education


Recommended by: Dr. Alma Cardenas-Rubio
Assistant Superintendent for Elementary Schools


Reviewed by: Miguel Salinas, Staff Attorney


Approved by: Beatriz Hernandez
Chief Academic Officer


Dr. Jesús H. Chávez, Superintendent

When Necessary, Additional Background May Follow This.

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Thursday, June 19, 2025 11:21 AM
To: Roxanne Eckstein; Kevin O'Hanlon; Lea Ohrstrom
Subject: Re: MOU Ninos Head Start and BISD

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Approved as to form.

Sincerely,
Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Thursday, June 19, 2025 10:34 AM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Subject: MOU Ninos Head Start and BISD

Ms. Lozano,

Please see the attached for your review and approval for the June 26, 2025 board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxy Eckstein



AN EARLY COLLEGE DISTRICT
BROWNSVILLE
INDEPENDENT SCHOOL DISTRICT

Roxanne Eckstein
Paralegal
Staff Attorney Office

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Roxanne Eckstein | Paralegal to Miguel Salinas | Office of the Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400
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MEMORANDUM OF UNDERSTANDING BETWEEN
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT &
NEIGHBORS IN NEED OF SERVICES, INC.
CONCERNING HEAD START SERVICES

This Memorandum of Understanding (this "MOU") is made and entered into by and between the following parties: the Brownsville Independent School District and the Neighbors in Need of Services, Inc.

WHEREAS, Neighbors in Need of Services, Inc. (hereinafter "NINOS") is a non-profit organization under IRS Code Section 501(c)(3), funded by the U.S. Department of Health and Human Services, and operates multiple grants, including Head Start and Early Head Start; and

WHEREAS, the Brownsville Independent School District (hereinafter "BISD"), a political subdivision of the State of Texas, has agreed to serve as a contractor to NINOS for the provision of Head Start services under programmatic responsibilities and requirements set forth by the Office of Head Start and as set forth in this Memorandum of Understanding ("MOU," "Contract," or "Agreement"); and

WHEREAS, NINOS will provide student services, family support services, technical assistance, and professional staff development opportunities to BISD as described in this Agreement, subject to sufficient funds from the Head Start grant and

WHEREAS, under this Agreement, direct student services will be provided to pre-kindergarten children who qualify for Head Start services, and direct student services will be available through health/safety, mental wellness, nutrition, disabilities, education, and transportation; and

WHEREAS, under this Agreement, family support services will be provided to eligible Head Start families based on need, with these services being available through the program governance, family and community partnerships, education, health, safety, mental wellness, disabilities, nutrition, and transportation service areas; and

WHEREAS, professional staff development and technical assistance services will include, but are not limited to, fulfilling federal requirements for Head Start and providing on-site technical assistance for Head Start teachers, aides, campus administrators, BISD administrators, and other necessary support staff and family services associates; and

WHEREAS, professional staff development and technical assistance will be available through administrative, education, family and community partnerships, program governance, mental wellness, disabilities, nutrition, health, safety, and transportation service areas.

NOW, THEREFORE, in consideration of the recitals, terms, conditions, and mutual covenants herein, the parties agree as follows:

I. NATURE OF SERVICE PROVIDER

The collaboration between BISD and NINOS as memorialized in this MOU is such that BISD is an independent contractor to NINOS to carry out the classroom-related programmatic responsibilities and requirements set forth by the Office of Head Start. As services to be provided by BISD are to be governed by programmatic responsibilities and involve commitments of resources by both BISD and NINOS, the parties' obligations under this MOU are contractual in nature, and therefore this MOU or Agreement may also be referred to hereinafter as a "Contract" and BISD may at times in be referred to hereinafter as "Contractor" or "Contractor/ BISD."

II. TERM

This MOU shall be in effect for the 2025-2026 school year. Unless sooner terminated in accordance with the provisions of this MOU, the term of the Agreement shall commence on July 1, 2025, and shall remain in effect for a term of one year, terminating on June 30, 2026, at which time parties may elect to renew or renegotiate for the following year by August of the expiring year. Financial Agreement(s) term may differ in accordance with grant funding through the Administration for Children and Families – Office of Head Start (ACF-OHS). Subsequent agreements may be negotiated on a yearly basis thereafter.

III. SERVICE MODELS

This Memorandum of Understanding (MOU) will encompass two distinct collaboration models between BISD and NINOS:

1. Contractual Model: This model applies specifically to two classrooms at Vermillion Elementary, where BISD provides full-day instructional services. Under this model, BISD will serve Head Start eligible children through certified teachers and teacher assistants assigned to the classroom for the full instructional day. Compensation and responsibilities for the contractual model are outlined under the Financial and Programmatic Provisions of this MOU.
2. AM/PM Model: This model applies specifically to five classrooms at Burns, Aiken, Benavides, Brite, and Perez Elementaries. Under this model, BISD will provide classroom services to Head Start eligible children in a split schedule format, with one group of children attending in the morning (AM) and a separate group attending in the afternoon (PM). Each session will serve up to 17 children, for a total of 34 children per classroom site per day. This model applies to identified collaboration campuses and does not include a full-day instructional period.

Both models are subject to the terms and conditions of this Agreement and shall be implemented in accordance with applicable federal and state regulations governing the Head Start program and the local education agency.

IV. CONTRACTUAL MODEL

A. Programmatic Provisions and Assurances

1. As used in the following Provisions and Assurances:
 - a. The term "Contract" means this entire MOU or Agreement, whatever its name or form, to which these Provisions and Assurances and other attachments and schedules apply, including, but not limited to Amendment Request, Capital Outlay Request, Budget Summary, and the Final Expenditure Report.

- b. The term "Contract Project" means the purpose intended to be achieved through the Contract (MOU) of which these Provisions and Assurances are a part.

2. This Contract is executed by NINOS and Contractor subject to the availability of funds appropriated by legislative action for the purposes stated and the availability of funds allocated by Contractor/BISD's Governing Board. All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Contract or any other document, this Contract may be terminated by NINOS and the Contractor at any time with ninety (90) days written notice, with an additional thirty (30) day transition period. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from NINOS beyond the last day of service. This Contract may be extended or otherwise amended only through formal written amendment properly executed by both NINOS, and Contractor. No other agreement, written or oral, purporting to alter or amend this contract shall be valid.

3. Notwithstanding the foregoing, Contractor shall, to the extent necessary to provide legally required student services related to this Agreement, be permitted to procure educational services providers for that purpose without violating this Agreement.

4. All encumbrances, accounts payable, and expenditures shall occur between the beginning and ending dates of this Contract. If the Contract is terminated early, expenses shall not be made beyond the last day of service. All goods must have been received and all services rendered during the Contract period in order for the Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.

5. Contractor agrees that this is a cost reimbursement Contract and that NINOS's liability hereunder is limited in making reimbursements for allowable costs incurred as a direct result of services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs, which are necessary, reasonable, and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in this Contract, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the items described in this Contract.

6. Contractor shall maintain its records and accounts in a manner, which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by NINOS and by others authorized by law or regulation to make such an audit, for a period of not less than five (5) years from the latter or from the date of completion of the Contract Project, or the date of the receipt by NINOS of Contractor's final claim for payment, or final expenditure report in connection with this Contract or, if an audit has announced, the records shall be retained until such audit has been completed. Contractor will furnish NINOS a copy of the annual audited financial report for the period covering this grant.

7. All intellectual property developed or conceived by Contractor, its employees, agents, consultants or subcontractors arising out of the Contract Project shall be the shared property of NINOS and the Contractor. Unless otherwise agreed to in writing by the parties, neither shall have the exclusive right to copyright and patent these materials, conceptions, and products subject to

applicable law. Prior to either party copyright or patent the other shall obtain, in writing, consent to do so.

8. If this Agreement is canceled, terminated or suspended by NINOS prior to its expiration date, the monetary value of services properly performed by Contractor pursuant to this Contract shall be determined by in collaboration with Contractor and NINOS and paid to Contractor in accordance with the Texas Prompt Payment Act. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from NINOS beyond the last day of service as stated above.

9. If NINOS determines that it has made an overpayment to Contractor, NINOS shall, within 30 days of the date NINOS learns of the overpayment notify Contractor that an overpayment has been made. NINOS shall write a brief statement setting forth the reason it believes an overpayment has been made and the amount it believes to have been overpaid. Contractor shall have 14 days to review NINOS's statement. Contractor shall notify NINOS if it is in Agreement or disagreement with the claim for overpayment. If the Contractor agrees that an overpayment has been made, then Contractor shall return the overpayment to NINOS within 30 days of the date Contractor makes the determination. If Contractor determines that an overpayment has not been made or that the amount of the overpayment is less than that which was identified by NINOS, then the Contractor shall notify NINOS that the Contractor is withholding the disputed amount and identify the amount the Contractor intends to return to NINOS. If the Contractor determines that a partial overpayment has been made, then the Contractor shall return the amount of the overpayment to NINOS. NINOS may seek to recover any disputed amount in accordance with applicable state and federal law. Claims for overpayments must be submitted by NINOS prior to the last day of instruction of the school year in which the disputed funds were paid to the Contractor. All claims for overpayments occurring within sixty (60) days of the last day of instruction must be submitted within 45 days of the last date of instruction. Untimely claims for overpayments are deemed waived by NINOS.

10. In the event of loss, damage, or destruction of any property, excluding normal wear and tear or attributable to an event of Force Majeure, owned by NINOS while in the custody or control of Contractor, its employees, agents, consultants, or subcontractors, whether the property is developed or purchased by Contractor pursuant to this Contract utilizing Head Start funds or is provided by NINOS to Contractor for use in the Contract Project, Contractor, and NINOS shall negotiate replacement and/or mitigation of the loss.

11. The terms, conditions, and assurances that are stated in the Head Start funding application request, in response to which NINOS submitted the application underlying this Contract for services, are incorporated herein by reference for all purposes. A copy of which shall be provided to Contractor upon request.

12. Federal regulations that apply to the Contract and/or Grant include no less than:

- a. BISD (LEA): 45 CFR Part 75, 2 CFR Part 225, and OMB Circular A-133;
- b. U.S. Department of Health and Human Services Grants Policy Statement.
- c. Performance Standards for the operation of the Head Start Program Performance Standards as they are stated in 45 CFR Chapter XIII.

13. For federally funded projects and for those personnel whose salaries are prorated between or among different funding sources, Time and Effort records will be maintained by the Contractor

that will confirm the services provided within each funding source. Contractor will utilize Time and Effort records for completion of Semi-Annual Certification to be submitted to NINOS, no less than semi-annually.

14. If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the Contract Project, for recording and insurance purposes, title remains in the name of the Contractor. However, if Contractor is provided Head Start funds, Contractor acknowledges NINOS retains federal interest in such property and that such property cannot be disposed of without prior approval from NINOS, and federal Head Start authorities. NINOS reserves the right to transfer capital outlay items for Contract non-compliance during the Contract period or as needed after the ending date of the Contract. This provision applies to all federal interest furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record.

15. Contractor shall submit by email to the Director of Finance of Head Start, or designee, expenditure reports and invoices by the 10th of each month, along with Invoice Supporting Documentation. Documentation will be reconciled with daily attendance as submitted into the data system. NINOS agrees to a reimbursement term of 30 days. Expenditure reports shall reflect the expenditures made during the preceding calendar month. When the 10th day of a month falls on a weekend or day on which the Contractor's central office is closed, the expenditure report shall be due on the next business day after the Contractor's administrative offices reopen.

16. Contractor agrees to make its records pertaining to this grant available to NINOS or its agent upon request by NINOS for review to determine compliance with the grant requirements. When requested, Contractor will furnish NINOS a copy of its annual audited Financial Report for the period covering this grant.

17. Applicable to programs funded under the Elementary and Secondary Education Act, as amended: The Contractor assures it is in compliance with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings a firearm as defined by 18 U.S.C. Section 921 to school. In addition, the applicant certifies that the Contractor has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school.

18. Costs and third-party non-federal share contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of NINOS or cost type contractor. These records will include how the value placed on third-party in-kind contributions were derived. For personnel costs, documentation regarding how the organization supports the allocation of regular personnel costs must be maintained and available upon request. Note: Any personnel cost must be supported with time and effort documentation. 2 CFR Part 225.

19. Contractor shall implement procedures for managing equipment, whether acquired in whole or in part with grant funds, until disposition takes place and that as a minimum, meet management requirements stated in 45 CFR Part 75 and all other pertinent regulations.

20. Contractor shall fully comply with the property and equipment requirements of 45 CFR Part 75 and all other pertinent regulations, with respect to:

- a. Insurance Coverage
- b. Real Property

- c. Federally-owned and exempt property
- d. Equipment
- e. Supplies
- f. Intangible property
- g. Property trust relationship

21. Contractor shall seek and obtain NINOS's prior written approval, such approval shall not be unreasonably withheld, before implementing any proposed expenditure which, in accordance with applicable federal rules and policies would require prior approval be obtained from the U.S. Department of Health and Human Services (HHS).

22. Contractor certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program. Contractor shall provide immediate written notice to NINOS, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

23. In an effort to hear and resolve concerns or complaints in a timely manner and at the lowest administrative level possible, NINOS and Contractor will utilize program implementation POCs to resolve any grievance issue. When grievances cannot be resolved at this level, they will be escalated to each respective parties' chain of command and contract negotiation POCs for further action. When grievances still cannot be resolved at these levels, it may become necessary to involve the School Board and/or NINOS Executive Board.

24. Contractor agrees to provide certified teachers and qualified teacher assistants in accordance with Contractor's policies and procedures. The Contractor will submit for reimbursement of funds related to evaluation requirements, training and certifications for teacher assistants, teachers, campus administrators, district administrators, and other Contractor personnel to NINOS. Contractor will be responsible for hiring and terminating its employees according to their legal procedures and all obligations under law and Contractor policy. Contractor shall act in accordance with State and Federal Law and Contractor policy pertaining to allegations of abuse or neglect, and it shall communicate with NINOS and the Office of Head Start to the extent permitted by law results of Contractor's investigations of claims of abuse or neglect.

25. Contractor agrees to collaborate and participate in the NINOS Head Start Program. Contractor certifies that the person signing this contract has been properly delegated this authority.

26. Any and all information, including personally identifiable information concerning a student exchanged between Contractor and NINOS, will be considered to be confidential under federal and state law and Contractor policy. Sharing of any confidential information between the parties to this Agreement does not serve to waive or affect the confidential nature of the information for purposes of state or federal law. The Parties agree that they will maintain the confidentiality of information they generate, maintain or exchange related to the Head Start Program and its students to the extent permitted by law and Contractor policy.

B. Roles & Responsibilities of the Contractor

The Contractor shall operate the Head Start Program according to the local program guidelines, Head Start Act (42 USC 9801 et. seq.) and Head Start Performance Standards and other

Administration for Children & Families (ACF) regulations as codified within Chapter 45 of the Code of Federal Regulations (CFR) Parts 1301 – 1305, and will follow NINOS protocols delineating the methodology for implementation of said standards including, but not limited to the following:

1. Adhere to all Head Start regulations and monitor compliance with these regulations. NINOS will provide updates via email to the Deputy Director of Head Start, or designee, as changes occur. Regulations will be updated and/or added throughout the school year, as necessary and in compliance with the Office of Head Start. (45 USC § 1302.100)

2. Provide written documentation to NINOS as needed and as requested, to fulfill fiscal and programmatic requirements. (45 USC § 1303)

3. Mandate that all staff members who work with Head Start children are required to be familiar with state and local laws and regulations regarding prevention, identification, and reporting of child abuse or neglect and are legally obligated to report suspected child abuse or neglect to the appropriate state agency. Notify NINOS and permit the appropriate NINOS staff to assist and follow up, on site, with child abuse and neglect reports and documentation. Upon request, NINOS will be provided with documentation of Contractor child abuse training to ensure compliance. (45 USC § 1302.92(b)(2))

4. Contractor will use a curriculum that is scientifically valid, research-based, and aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five. 45 CFR § 1302.32. The Contractor will use a curriculum that is approved through the Commissioner's Rules and Regulations and listed on the Approved Texas Education Agency curriculum list. Head Start will provide Frog Street Press curriculum. Contractor will provide Fueling Brains curriculum.

5. Require Head Start teachers to complete an Early Development screener within forty-five (45) calendar days of the child entering the Head Start program and three scheduled ongoing assessments, in all Head Start classrooms, and provide supporting documents to the NINOS Education Coach to plan for children's individualized developmental needs. 45 USC § 1302.33(a)(1). A Social Emotional screener (ASQ SE) will be completed by a NINOS staff member and parent and will be reported to the Health Coordinator within forty-five (45) days of a child's enrollment.

6. Require teachers to conduct at least two home visits for each family, per school year. When feasible, one home visit should be completed prior to the start of the school year in an effort to engage the parents in the child's learning and development. All Contractor teachers will be accompanied by a Family Services Worker or a designated NINOS employee at every required home visit. Teachers will be required to make prior arrangements with the Family Services Worker with at least 30 days' notice. If necessary, this visit must take place at another safe location that affords privacy at the parent's request, or if the visit at the home presents significant safety hazards for staff. The first home visit will be conducted before the child's first day of school but no later than thirty (30) days from the child's first day. The second home visit will be completed by the end of May to discuss the third End of Year Progress Monitoring Assessment results.

- a. Teachers must hold parent/teacher conferences, as needed, but no less than 3 times per program year, to enhance the knowledge and understanding of both staff and parents of the child's educational and developmental progress and activities in the

program. The first parent/teacher conference will be completed in October to review accompanying the completed forms and must be made available upon request. 42 USC § 1302.34 Social Emotional and Early Development screener results, Progress Monitoring Assessment results, and Contractor report card. Second parent/teacher conference will be completed in the month of December to discuss second checkpoints and Contractor report cards outcomes. The third parent conference will be completed in May to discuss children's outcomes. 45 USC §§ 1302.34(b)(7), 1302.24(b).

7. NINOS will supply the classroom with supplies and materials, including computers for teacher and student use. The Contractor will provide technology support for classroom devices and will ensure their maintenance. Software or computer programs specific to Head Start requirements will be purchased by NINOS and will work with the Contractor to install programs and software. 45 USC § 1302.31(d).

8. Submit documentation to NINOS for Contractor staff travel expenses to attend Head Start required activities, such as home visits and professional staff development. All expenses are subject to GSA federal per diem rate and will be reimbursed in accordance with the state of Texas mileage rates. Invoicing form will be provided for reimbursement for expenses incurred such as mileage, travel meals (when not provided), lodging, training, etc. Forms will be submitted no later than the 10th day of the following month to be reimbursed. NINOS agrees to a reimbursement term of thirty (30) days.

9. Make available to Head Start, a registered nurse or licensed vocational nurse, to conduct support services normally provided to students who need medical support. The Contractor will notify NINOS Area Manager and parent, if a Head Start child is involved in any incidents/accidents during operating hours on the day of incident/accident. Contractor will utilize a NINOS approved form to document the incident/accident and provide a copy to the parent on the day of incident/accident. 45 USC § 1302.47(c).

10. Make available to Head Start children, a certified school counselor or social worker, to conduct support services, normally provided for children who require additional support. Make referrals to NINOS, or mental health entities for mental health evaluations. Contractor will coordinate with the NINOS Director of Children Services to provide NINOS staff with completed Individual Education Plans and Behavior Improvement Plans. Contractor will involve NINOS personnel (via invite through the Head Start Program Deputy Director, or designee, for participation in all Admission Review Dismissal (ARD) and 504 meetings for Head Start children. If indicated on the child's IEP, as the LEA, the Contractor will meet the "one on one" supports as stated. 45 USC § 1302.45.

11. Family-style meals are required at least one meal a day. Snack and mealtimes must be structured and used as learning opportunities that support teaching staff-child interactions and foster communication and conversations that contribute to a child's learning, development, and socialization. Programs are encouraged to meet this requirement with family style meals when developmentally appropriate. A program must also provide sufficient time for children to eat, not use food as reward or punishment, and not force children to finish their food. 45 USC § 1302.31(e)(2) Specifically, a program must:

- a. Ensure each child in a program that operates for fewer than six hours per day receives meals and snacks that provide one third to one half of the child's daily nutritional needs;
- b. Ensure each child in a program that operates for six hours or more per day receives meals and snacks that provide one-half to two-thirds of the child's daily nutritional needs, depending upon the length of the program day; Serve three- to five-year-old children meals and snacks that conform to USDA requirements in 7 CFR parts 210, 220, and 226, and are high in nutrients and low in fat, sugar, and salt.

Contractor will provide all meals: breakfast, lunch, and snack.

12. Ensure that staff use positive child guidance methods. Practices that involve corporal punishment, emotional or physical abuse, humiliation, and expulsion are prohibited. Contractor must severely limit the use of suspension or modified days, due to a child's behavior and such suspensions may only be temporary in nature. In addition, ensure that methods of discipline do not involve child isolation, the use of food as punishment or reward, or the denial of basic needs. All Contractor staff with Head Start children will sign the "Standards of Conduct". Contractor will coordinate with NINOS staff to address mental health concerns. If in the event of suspected abuse/neglect (unsupervised child), the Contractor principal will immediately remove any suspected Contractor teaching staff from the classroom until an investigation is completed. The Contractor principal will provide other Contractor teaching staff and or subs that have cleared all background checks to ensure Head Start classroom met ratios as outlined in the HSPPS. 45 USC §§1302.17, 1302.90(c), 1302.45

13. Require the campus administrator, district administrator, and teacher(s) to collaborate with NINOS Family Services Workers and NINOS management team to achieve Comprehensive Services, to include hearing, vision, heights, weights, resources and referrals, and School Readiness Performance Standards. 45 CFR § 1302.42

14. As per Head Start requirements, Contractor classroom teachers and aides will participate in an initial health examination and TB screenings. Provide proof of completion to NINOS. Maintain records of completion and results of those exams and screenings in employee personnel files. 45 CFR § 1302.93

15. Annually, each Head Start staff member will participate in the Professional Development Plan. The results will be reviewed to identify staff training and professional development needs, assist each staff member in improving his or her skills and professional competencies, and if necessary, modify staff performance agreements. 45 CRR § 1302.92 and Section 648A(f) of the Head Start Act (42 USC 9843a).

16. Teachers will take attendance upon arrival of the child through electronic means provided by NINOS. If internet capabilities are not available at the time of attendance, teachers will manually take attendance on forms provided by NINOS

17. Contractor's teachers will have the responsibility to ensure children are kept safe at all times. Teachers will electronically complete the CACFP 1535 Form for NINOS each day. Checklists will be reviewed by the NINOS Education Coach and teacher on a weekly basis. Teachers must report any environmental health and safety concerns immediately to their principal

and who will, in turn, report concerns immediately to the NINOS Operations Director. 45 CFR § 1302.47

- a. At least 35 square feet of available usable indoor space as well as 75 square feet of usable outdoor space per child. This footage is exclusive of bathrooms, halls, kitchen, staff rooms, and storage places. 45 CFR §§ 1302.31(d), 1302.21(d)(2)
- b. LEA teachers will maintain all classrooms in accordance with the Office of Head Start standards.

18. Contractor will be responsible for repairing any environmental health and safety issues immediately and have alternate plans in place and will follow reporting procedures adopted by the Contractor. In any instance where a repair will take more than one day, the Principal or his/her designee will inform the NINOS Area Manager. The BISD Principal will determine the necessary course of action to remedy the issue as soon as possible and share the alternate plan with the Area Manager. The Contractor will maintain records throughout the full school year of all work orders and repairs and will provide copies to NINOS upon request. 45 CFR § 1302.47.

19. Transportation: NINOS does not provide transportation services other than transportation affiliated with activities such as field trips. If the Contractor elects to provide bus transportation services, it is at their discretion and is not covered in this contract.

20. Field Trips: Field trips are considered an extension to the classroom and as such, the Contractor must adhere to Head Start performance standards and regulations regarding all aspects involved with field trips including transportation, tie to curriculum, and supervision during field trips. NINOS will not sponsor field trips. All field trips will be at the expense and responsibility of the Contractor.

21. Coordinate with NINOS during the application and enrollment process to select and enroll Head Start eligible children based on NINOS policies and procedures. Collectively with NINOS, the program must include specific efforts to actively locate and recruit children, including homeless children and children in foster care. Contractor partners will communicate with NINOS to identify both Head Start and BISD eligible children, so they are provided with the opportunity to enroll when openings occur. In the event of an open slot all efforts will be made to replace the children with an eligible child on the Head Start waitlist. If an eligible child is not available, NINOS has the authority to move the open slot to another location. 45 CFR § 1302.15(a). All available slots will be filled at the discretion of NINOS. ISDs will collect Head Start eligibility information on students and maintain a list of eligible children to be shared with NINOS upon request. Contractor will provide NINOS with all new applications when received. 1302.13

22. All teaching staff are contracted for a full day and must not leave before the children leave, other than for approved leave in which case the Contractor must provide coverage for that classroom with qualified personnel. Each Classroom must always maintain a minimum of two adults for up to 20 children during the school day and must always have a minimum of two qualified adults with children (even if under 20 children). Teachers will follow the active supervision protocol and ensure knowledge of the number of children present. Teachers must zone and avoid congregating when outdoors to ensure safety of all children. During monthly staff meetings, teachers will review and discuss active supervision forms and procedures. 1302.21(b)(4)

23. The Contractor will request reimbursement on the monthly invoice. Contractor substitutes must meet all Head Start staff requirements as per mandate and must sign the NINOS Standard of Conduct. 45 CFR § 1302.91(e)(2).

24. Provide a Head Start qualified teacher and a teacher assistant for each Head Start classroom. Contractor must provide documentation verification of credentials upon request to NINOS. When in pursuit of a credential as detailed below, Contractor must provide transcripts and proof of enrollment into a baccalaureate program. 45 CFR § 1302.91, Sec. 648A Head Start Act (42 USC § 9843a), and Texas Education Code §§ 29.167-29.171.

- a. Teacher
 - i. Head Start teachers in center-based programs must have:
 - 1. An Associate, Baccalaureate or advanced degree in early childhood education; or
 - 2. A Baccalaureate or advanced degree and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children.
- b. Teacher Assistant
 - i. Head Start teaching assistants in center-based programs must have, or obtain within two years of employment and serving in a Head Start classroom:
 - 1. At least a Child Development Associate Credential; or
 - 2. Be enrolled in a program leading to an Associate or Baccalaureate degree; or
 - 3. Be enrolled in a Child Development Associate Credential program to be completed within 2 years; or
 - 4. Minimum of CDA and obtained within two years of date of hire or BA or AA degree.
- c. Contractor Teachers, Teacher Assistants and Substitutes will require the following:
 - i. Background check per item 31 below;
 - ii. TB test; and
 - iii. Training as delineated in item 27 below.

25. Permit the Contractor Health Services Advisory Committee (HSAC) to include a NINOS HSAC representative. 45 CFR § 1302.40(b).

26. All Contractor teaching staff in Head Start classrooms are required to attend mandatory Head Start training sessions including in-service training as well as ongoing practice-based coaching. 45 CFR §§ 1302.91, 1302.92. Training includes but is not limited to: Attend annual NINOS In-Service training, including but not limited to:

- a. Child Abuse and Neglect
- b. Reporting child abuse and neglect
- c. Emergency planning for childcare providers
- d. Managing common childhood illness in childcare setting
- e. Medication administration in childcare setting
- f. Keeping children safe from hazards
- g. Transporting children safely

- h. NINOS Protocols
 - i. NINOS Standards of Conduct
 - j. Monthly professional training
 - k. Professional Development Plan supported with ongoing coaching and mentoring by Education Coach.
27. Coordinate with NINOS Family Services Worker to ensure each Head Start child has had:
- a. the required EPSDT immunizations prior to the start of school
 - b. a health history completed within 90 days of the first day of school, 45 CFR 1302.42(b)(4)
 - c. a growth assessment within 90 days of the first day of school, 45 CFR 1302.42(b)
 - d. a vision test within 45 days of the first day of school 45 CFR 1302.42 (b)(2)
 - e. a hearing test within 45 days of the first day of school 45 CFR 1302.42(b)(2)
 - f. a speech/language screening within 45 Days of the first day of school 45 CFR 1302.33(a)(1)
 - g. a dental exam within 90 days of first day of school 45 CFR 1302.42(b)(1)(i)
 - h. a physical examination within 90 days of first day of school 45 CFR 1302.42(b)(1)(i)
 - i. a hemoglobin/hematocrit within 90 days of first day of school 45 CFR 1302.42(b)(1)(i)
 - j. an acceptable blood pressure report within 90 days of first day of school 45 CFR 1302.42(b)(1)(i)
 - k. an acceptable Lead Test within 90 days of first day of school 45 CFR 1302.42(b)(1)(i)
28. Contractor teaching staff in Head Start classrooms will use approved Progress Monitoring tools as the child assessment tool. All teachers will document and score all observables in an approved Progress Monitoring system to include:
- a. Social & Emotional Screener
 - b. Early Writing Checklist
 - c. Physical Development and Health
 - d. Approaches to Learning
 - e. Speech Production & Sentence Skills
 - f. Motivation to Read

Teachers will also maintain student portfolios to include student work such as writings, cuttings, and arts. Teachers who do not maintain proper documentation will be out of compliance with the contract and will be subject to removal from providing Head Start services 45 CFR § 1302.33(b).

29. Contractor teaching staff will participate in a minimum of two CLASS observations per calendar year, they will be video recorded for professional development and for CLASS feedback, and they will complete a coaching conference report with the education coach for professional development. 45 CFR §§1302.92(c), 1304.11(c), and 1304.16

30. Pursuant to Section 648A of the Head Start Act and 1302.90(b), a criminal record check must be conducted on all prospective new hires and current staff, consultants, contractors, and volunteers working with Head Start children. Contractors must provide either proof of completed checks below or information including driver's license, social security number, and basic

identifying information on all staff, consultants, contractors, and volunteers before they begin working with Head Start children to allow NINOS completion of the following checks:

- a. State Criminal History records including fingerprint check
- b. Federal Bureau of Investigation Criminal History records including fingerprint check
- c. Sex Offender Registry check
- d. Child Abuse and Neglect State Registry check

31. Contractors must review the information found in each employment application and complete background check to assess the relevancy of any issue uncovered by the complete background check including any arrest, pending criminal charge, or conviction and must use Child Care and Development Fund (CCDF) disqualification factors described in 42 U.S.C. 9858(c)(1) and 42 U.S.C. 9858f(h)(1) or tribal disqualifications factors to determine whether the prospective employee can be hired or the current employee must be terminated. Contractor also will follow its own criminal history check requirements under law and policy.

32. NINOS must conduct the complete background check for each employee, consultant, or contractor at least once every five years which must include each of the four checks listed above and review and make employment decisions based on the information as described in paragraph 1302.90 (b)(3), unless the program can demonstrate to the responsible HHS official that it has a more stringent system in place that will ensure child safety. Contractor will provide information to NINOS to conduct the necessary background checks.

33. Contractor Education Department will coordinate and collaborate with NINOS Education team to ensure seamless services included but not limited to; behavior management, classroom management, assessments and data, IEP and ARD meetings, transitions in and out of program, and to ensure Head Start Policies and Procedures are carried out in the classroom. 45 CFR § 1302.92(c)

34. LEA will provide NINOS Area Manager with agendas, certificates, and sign in sheets of all trainings provided to Contractor staff in Head Start classrooms. 45 CFR §§1302.91(a), 1302.92(b).

35. Contractor will participate in and comply with all federal monitoring visits. NINOS will conduct regular announced and unannounced monitoring visits 45 CFR § 1302.100.

36. Contractor staff will foster relationships with families served and share concerns or unmet needs with Family Services staff.

37. New contractors must complete and submit a TXHHSC Educational Facility – Request for Exemption from Regulation under 40 TAC § 745.119 form. 40 TAC § 745.127. This is a one-time submission. NINOS will assist upon request. A copy of the exemption must be provided to NINOS.

38. If permitted by state law, Contractor will provide NINOS with notice if a Head Start child becomes the subject of a report of abuse or neglect, or if the child sustains an injury requiring medical treatment. If permitted under state and federal law, Contractor will provide NINOS with notice of the outcome of an investigation once the investigation has been concluded by the Contractor. If the nature of the allegation and investigation is such that the investigation is taken over by another agency, then NINOS shall communicate directly with that agency to obtain results

of the investigation. If the results of an outside agency's investigation is shared with Contractor, Contractor shall, if allowed by law, notify NINOS of the agency's determination in regard to the allegation(s).

39. Contractor shall confirm with NINOS prior to employment of personnel whose positions will be funded by NINOS, that the person proposed for employment meets the minimum Qualification and Competency standards required by the regulations that govern the funding of reimbursement for the position. Contractor shall have the sole authority to make hiring decisions for personnel employed by Contractor. 45 CFR § 1302.91 Staff Qualifications and Competency Requirements.

40. Contractor shall work with NINOS supporting successful transitions to kindergarten by using evidence-based transition practices throughout the year. 45 CFR § 1302.71 Transitions from Head Start to kindergarten.

C. Roles and Responsibilities of the Head Start Receptient: NINOS.

NINOS shall serve as fiscal agent for the Head Start Program review for compliance of all program requirements. NINOS will provide training and technical assistance to school district partners, including Contractor, regarding compliance with NINOS program guidelines, Head Start Performance Standards and other Administration for Children & Families (ACF) regulations as codified within Chapter 45 of the Code of Federal Regulations (CFR) Parts 1302, including, but not limited to the following:

1. NINOS will conduct two CLASS™ observations in Head Start classrooms and will provide feedback to the teacher, and if appropriate, the school administrator. NINOS Education Coaches will provide additional support through practice-based coaching in specific areas of concern in CLASS observations. 641A(c)(2)(F) (42 USC 9836A), 45 CFR § 1304.11(c), and 45 CFR § 1302.92(c).
2. Executive Director will share the Program Information Report (PIR) annually, the Manage by Outcomes (MBO) report quarterly and the Manage by Information (MBI) report monthly. Head Start Act § 642(d)(2) (42 USC § 9837).
3. Provide blanket policy of student accident insurance for Head Start children during the hours of school that complies with all federal regulations and requirements of Head Start and any state law or regulations. 45 CFR § 1303.12
4. Work with families of Head Start children to ensure they receive their annual physical and dental checkups or NINOS will obtain a refusal by the 90th day of the child's first date of school attendance. 45 CFR § 1302.42(b)(1)(i)
5. Ensure partners are utilizing a Texas approved, comprehensive educational curriculum for use in the three-year-old program (when applicable) as well as the four-year-old program, with both programs integrating Head Start Performance Standards and Texas pre-kindergarten curriculum guidelines. 45 CFR § 1302.32
6. Reimburse Contractor's staff for travel expenses to attend Head Start required activities, such as home visits and professional staff development upon receipt of appropriate documentation. Mileage will be reimbursed at state rate and through Contractor invoicing only. Any expenses

incurred must have an original receipt for full reimbursement. NINOS agrees to reimbursement terms of 30 days.

7. Provide a Mental Health Professional to review Social Emotional and Early Development results and make referrals for additional mental health support. 45 CFR § 1302.33(a)(1)
8. Provide parent education and staff training in the service areas of education, mental wellness, disabilities, nutrition, health/safety, parent involvement, social services, and transportation safety. 45 CFR § 1302.53(a)(2)(v)
9. Identify and network with community resources to assist families. 45 CFR § 1302.53(a)(2)
10. Establish appropriate Executive Board, Policy Council, Parent Committee, Health Services Advisory Committees, and any appropriate sub committee's according to program requirements. 45 CFR Part 1301.
11. Communicate program information in a timely manner to all interested parties, which may include district administrators, staff, program families, Policy Council, Parent and subcommittee groups, NINOS Governing Board and Executive Staff. Head Start Act § 642(d)(2) (42 USC 9837).
12. Conduct an annual, program-wide, Self-Assessment and Quality Improvement Plan, review, and update the Community Assessment if any significant changes have occurred within the community. Implement program systematic changes called for by the Quality Improvement Plan. 45 CFR §§ 1302.11, 1302.102(b)(2)
13. Provide on-site programmatic support and promote best practices to classroom teachers and aides, family services specialists, campus administrator(s), business office manager, school nurse, school counselor, food service staff, transportation staff, special education staff, and any other staff who support the Head Start Program. 45 CFR §§ 1302.91(a), 1302.92(c).
14. Participate in ARD, 504 meetings and assist with coordination and provision of comprehensive services for families and children with identified needs at the child's home district. 45 CFR § 1302.45.
15. Maintain the security and confidentiality of all records of children and their families, including but not limited to compliance with Family Educational Rights and Privacy Act (FERPA) requirements. 45 CFR § 1303.20.
16. Prior to commencement of the school year, NINOS will provide mandatory training at in-service. Additional training will be provided, as NINOS deems necessary. Training will be provided for Head Start staff in the service areas of education, mental wellness, disabilities, nutrition, health, safety, parent involvement and social services. NINOS will communicate all professional development requirements and dates as early as possible. 45 CFR §§ 1302.91(a), 1302.92
17. Designated staff will provide appropriate family partnership services. 45 CFR § 1302.91(e)(7).
18. Defer to the Contractor with respect to its staff meeting all licensure requirements under law and Contractor/BISD policy.

19. Purchase supplies and materials to fulfill program requirements. Supplies and materials include, but are not limited to student school supplies, student consumable materials, classroom supplies, furniture, learning center supplies, etc. Classrooms will be supplied to meet or exceed the Contractor expectations for early childhood classrooms. Inventory and account for all NINOS materials in accordance with all federal requirements. 45 CFR Part 75, 45 CFR Part 1300.
20. Provide vehicle and pedestrian safety training for all Head Start children and parents as required by Head Start Performance Standards. 45 CFR § 1302.46(b)(1)(v).
21. NINOS will conduct regular announced and unannounced monitoring visits to ensure continuous improvement for achieving program goals that ensures child safety and delivery of effective, high-quality program services. 45 CFR § 1302.100.
22. NINOS will provide Head Start Policies, Procedures, and monitor compliance with these policies and procedures. NINOS will provide updates via email as changes occur. 45 CFR § 1302.100
23. NINOS Education Staff will assist in classroom set up; provide needed materials to ensure classroom is conducive to learning. Education Coaches will complete classroom checklists prior to the first day of school. 45 CFR §§ 1302.31(c), 1302(d).
24. NINOS will provide and assist in completing the application for prospective Head Start parents. NINOS will participate in the selection of Head Start children based on the selection criteria. 45 CFR §§ 1302.12, 1302.14
25. NINOS will have responsibility for completing and submitting all required incident reports to the Office of Head Start. NINOS leadership will be an active participant in the investigation and outcomes regarding any incident involving a Head Start child.
26. Education Services leadership will participate in the interview process for selection of personnel working in funded Head Start positions.
27. NINOS will provide, upon request, consultation, clarification, and subject matter expertise regarding all Head Start standards and the Head Start Act.
28. NINOS employees will follow Contractor safety and security processes when entering and exiting the Contractor building.
29. NINOS will provide student accident insurance coverage for children who are dually enrolled in the Head Start Program and at BISD. NINOS recognizes and agrees that students who are enrolled at BISD are covered under BISD's base insurance policy, and it is the intention of the Parties that all dual enrollment children are covered by the student accident insurance policy provided by NINOS as well as the blanket policy of BISD.

D. Financial

School Fiscal Year: (2025-2026)

Total Award Amount: Not to Exceed: \$110,000

Reimbursement:

Head Start Site(s):

Two (2) Classrooms in BISD (Vermillion)

1. Two (2) Contractor/BISD Teacher: up to 50% of salary (including fringe benefits) and not exceed \$25,000 per teacher, per year, for a total of \$50,000.
2. Two (2) Contractor/BISD Teacher Aide up to 100% of salary (including fringe benefits) and not to exceed \$25,000 per teacher aide, per year, for a total of \$50,000.
3. One-half (50%) substitute pay for the teacher in the partnered room; not to exceed \$1,500 per classroom, per school year for a total of \$3,000.
4. Full (100%) substitute pay for the Teacher Assistant in the partnered room; not to exceed \$2,000 per school year. per school classroom, for a total of \$4,000 per school year.
5. Contractor will receive up to \$1,500 per classroom, per school year for a total of \$3,000. Supplies to be reimbursed through a monthly invoice.

Up to 50% and 100% respectively is dependent on classroom census and ability to maintain a minimum of 80% Head Start eligible children per classroom. See further details above. Teachers and aides to provide services up to 17 Head Start eligible three and four years of age. Teachers must not depart (other than scheduled approved leave) prior to children's departure. An administrator must be present when children and staff are present at the location.

The contractor will work collaboratively with NINOS to maintain 100% Head Start enrollment per class, if Head Start enrollment drops below 100%, and 100% slots cannot be maintained, slots will be allocated to a center with an eligible waitlist and the Contractor's pay allocation will be adjusted in accordance with number of students per classroom.

The reimbursements to Contractor shall not exceed the total award amount for the Program year.

Funds Flow:

Federal law requires that a recipient have no more than three (3) days of operations cash on hand; therefore, funds will flow on a monthly reimbursement basis.

Financial Reporting Requirements:

1. Invoices are due monthly by the 10th of each month. The Contractor must include reimbursable amounts, supporting documentation per contract, and non-federal share for payment to be processed.
2. Final Expenditure Report is due no later than 30 days after the last date of service.

Carryover of funds:

Carryover of funds from one fiscal year to another is not allowed.

Unobligated Funds:

Any unobligated funds will not be allowed for purposes other than those stated within this contract.

Any remaining or unallocated funds designated through the grant will be provided to the Contractor to fulfill program requirements.

V. AM/PM MODEL

A. Educational Services

Under this agreement BISD will:

1. Provide full-time certified early childhood teacher at Burns, Aiken, Benavides, Brite, and Perez Elementaries. Through this collaboration effort a total of five (5) classrooms of eligible three year old children will be provided with instruction. The school district teachers will provide each classroom with instruction for three and a half hours on the school campuses. Each school teacher will be responsible for a morning and afternoon class at each site.
2. Maintain classrooms and necessary documents (i.e. health and fire inspections) at Burns, Aiken, Ben Brite, Benavides, and Perez Elementaries for the three-year-olds to meet all Head Start requirements for size and facility requirements.
3. Schedule a substitute in the event the school district employee is absent from duty to replace the early childhood teacher contingent on the availability of BISD substitutes on the given day.
4. Name a dean of instruction and/or an elementary principal to coordinate efforts between BISD and NINOS including consultation with teachers and/or director.
5. Provide a school calendar for NINOS to follow in the three- and four-year-old classroom.
6. Purchase supplemental materials and supplies that are purchased as needed to accommodate the NINOS students. A budget will be used to replace consumables at an estimated \$250.00 per classroom.
7. Provide notification of parent trainings provided by the district and presentation to Parent Policy Council.
8. Designate at least one BISD staff to attend Building Bridges School Collaboration Meetings during the year.
9. Provide technology access to be able to obtain internet services in the Burns, Aiken, Benavides, Brite, and Perez Elementaries' classrooms assigned to NINOS.
10. Provide access to and use of telephone for educational and licensing purposes.
11. Follow the dress code policy while at the NINOS Head Start Center.
12. Be on duty at the NINOS Head Start Centers and at Burns, Aiken, Benavides, Brite, and Perez Elementaries in school sites daily unless attending a workshop or approved business.
13. Utilize at least the hours assigned as a full-time employee of the BISD.
14. Make one home visit and one parent conference together with NINOS staff.

15. Provide the lesson plans, daily preparation and instruction to the students who attended the school district program.
16. Complete the required documentation for the BISD staff to comply with the childcare licensing (i.e. teacher certification, results of criminal background check, TB results, CPR Certification)
17. Assess the eligible 3- or 4-year-old students with the following instruments: English Oral Language Proficiency Test (OLPT), Spanish Oral Language Proficiency Test (OLPT) and CIRCLE Progress Monitoring (C-PALLS) for students for identification and progress monitoring.
18. Implement Pre-Kindergarten (PK) curriculum resources, such as P-RTI Talkers/Hablemos, to focus on the state's updated PK Guidelines that are planned around play and emergent literacy activities designed to support the child's social, emotional, cognitive, and physical development.
19. Utilize both Federal Head Start Standards, Infant and Toddler Guidelines and the updated Texas Pre-Kindergarten Guidelines when planning for instruction for the children.
20. Instruct the eligible bilingual students using the state's required transitional bilingual education program model.
21. Follow the BISD student's Code of Conduct which includes utilizing the Positive Beginnings, classroom management system.
22. Appraise the school district teacher using the Texas Teacher Evaluation and Support System (T-TESS) which includes monitoring the teacher with walk-throughs. Student Learning Objectives (SLOs) will also be developed.

Under this Agreement, NINOS will:

23. Provide an Area Manager and an Education Coordinator to facilitate efforts between BISD and NINOS
24. Provide a Head Start teacher and Head Start teacher aide at each class at Burns, Aiken, Brite, Benavides, and Perez Elementaries. Through this collaboration effort a total of five (5) classrooms of eligible three-year-old children will be provided full-day instruction. The Head Start teaching staff will provide each classroom instruction for three and a half hours to the children while enrolled in Head Start at the school campus. Children in Head Start classrooms will extend with their instruction for full day services at Burns, Aiken, Benavides, Brite, and Perez Elementaries.
25. Provide documentation that is required by the school district to complete PEIMS to enroll NINOS children into the school district system. This document will include the following: student's parent information and residency documents.
26. Align Federal Head Start Child Outcomes to the Infant and Toddler and updated Texas Pre-Kindergarten Guidelines (2015).
27. Provide results of screening and ongoing assessment of each child's development upon receiving parental consent.

28. Refer all suspected children of School Child Find within two (2) days of receiving parental permission. Referrals may include screening results, including assessments, Health history, Immunization records, any written observations which have been completed and other information that may assist BISD's referral process.
29. Upon parental consent, participate in the development and implementation of the IEP.
30. Implement a curriculum that is planned around play activities designed to support the child's social, emotional, cognitive, and physical development.
31. Maintain a playground area that meets all the Head Start and Texas Child care licensing requirements for 3 year olds at the Burns, Aiken, Benavides, Brite, and Perez Elementaries.
32. Comply with all federal and Texas laws concerning confidential student record, including but not limited to the Family Education Right and Privacy Act. (FERPA), 34 C.F.R.99.1 et seq.
33. Certify that it is a child care facility licensed by the State of Texas; provide a copy of its current license, and immediately inform the school district of any change in its license status.
34. Purchase and maintain in force a general liability insurance policy as it will protect NINOS from all claims, which arise out of or result from NINOS, Inc.'s operations under this agreement. NINOS shall provide BISD a certificate of insurance naming BISD as additional insured and waving any right of subrogation against BISD.
35. Hold BISD harmless and indemnify BISD for claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this agreement.
36. Be responsible for following the same operation school calendar schedule, in order to meet the Public School Texas Education Code of minutes per year approved by BISD Board.

B. Collaboration Efforts

Both parties agree to:

1. Utilize a weekly planning time for lesson plan development and preparation.
2. Implement CIRCLE, the designated research based curriculum, to extent permitted by such eligible student's IEP.
3. Share in publicizing the collaboration efforts of the School Readiness Integration Plan.
4. Upon parental consent, NINOS will assist BISD staff in all Admission Review and Dismissal (ARD) meetings regarding the co-enrolled students.
5. Attend a meeting between the center director and a district administrator to be held in the fall and spring of each school year.
6. Participate in ongoing problem solving and evaluation.
7. Work together to increase services provided by NINOS
8. Implement Positive Beginnings Classroom Management Kit to effectively manage daily routines, learning centers and maximize learning time.

9. Hold a Pre-Registration Round-Up in the spring semester to register 3-4 year old students with the BISD.

C. Staff Development

Both parties agree that:

1. NINOS and BISD staff will attend Texas School Readiness (TSR) and CIRCLE training as offered by Cameron Works, schedule permitting.
2. Information regarding upcoming workshops and conferences will be shared by the school district Dean, ECE Specialist and NINOS Area Manager.
3. Accommodation to attend other trainings will be made whenever possible.
4. BISD Early Childhood Specialist will meet with parents of 0-2 years old children at the Early Head Starts to inform and train them of how they can support their child's learning.

D. Disability Services

BISD agrees to:

1. Conduct a full and individual initial evaluation prior to the placement of a child in the Special Services Program.
2. Schedule an appointment for a screening at the earliest available date. Screenings occur bi-monthly.
3. Inform NINOS of screening results.
4. Secure parental consent for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.
5. Communicate with Head Start to find educational placement for ECI and Non-enrolled students found eligible for services with BISD.
6. Invite the NINOS staff to participate in the development and implementation of an Individual Education Plan (IEP) for children who qualify and are enrolled in the NINOS
7. Provide space on the Curriculum and Instruction website for a link to N.I.N.O.S Inc. Head Start program for easy access to the list above.
8. Provide a list of campuses that have a 3-year-old program and also a list of campuses that have an ECSE classroom.
9. Coordinate/Consultation conducted 1x/6weeks or maybe 1x/Semester between campus and Head Start.
10. Uniform documents to be filled out by Head Start teacher to provide current info or present levels of Educational Performance on students as part of preparation for Annual ARD/IEP meeting.
11. Keep track of how many students are served by both BISD and Head Start.

12. Notify and invite NINOS staff and all other appropriate parties required by law, of ARD meeting, five (5) calendar days prior to scheduling. The meeting will be conducted within thirty (30) calendar days of completing the child's evaluation. Work collaboratively to develop the IEP.

13. In-service training for parents in order to provide continuity of services. Staff may be invited as appropriate.

NINOS agrees to:

14. Assign a NINOS staff member to facilitate and collaborate efforts with Brownsville Independent School District (BISD).

15. Provide BISD personnel: students' information, which will assist BISD to register, assess the students, and identify students within a four (4) week period for purposes of bilingual/ESL services.

16. Assist BISD with location of children with disabilities through participation in Child Find activities.

17. Complete Health Screening and developmental screening on all children, within 45 days of enrollment, as required in the Head Start Performance Standards.

18. Complete the screenings and assessments on children within 60 days of enrollment including Early Head Start enrollees.

19. Secure parental consent for a referral within (1) week of completing the C-PALLS for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

20. Assist BISD by providing a copy of a current physical (vision and hearing) to BISD. Physicals are required annually by Head Start therefore a current one should be on file. This will help facilitate the completion of the referral process.

21. Provide a list of all Head Start Centers and their neighboring elementary campuses.

22. Provide a list of centers that provide transportation to the nearest elementary for therapy services.

23. Follow-up with parents that are "No Show" for the "Intake" at the zoned campus.

24. Keep track of how many students are served by both BISD and Head Start.

25. Work in collaboration with Brownsville Independent School District (BISD) in allocating systems of support for students identified with special needs.

26. Provide special education and related services as stated in the Individual Education Plan (IEP) for identified eligible children.

E. Transition Services

BISD agrees:

1. To facilitate transition of children leaving NINOS and entering the school system, who are identified as, or suspected of being disabled.
2. To familiarize the school system with NINOS and NINOS with the school's guidelines, methods and concerns.
3. To familiarize children leaving NINOS and their families with the school system. Children will visit school (2) two times a year.
4. To share information, expertise and training between the school system's staff and NINOS staff, which may be beneficial in assisting persons who are interested in or working with young children. Provide NINOS representatives with information and materials on transition needs of children entering elementary school and make these available to families of NINOS Head Start children.
5. To evaluate plan periodically and coordinate collaboration efforts through biannual meetings. Conduct pre-registration for children leaving Head Start at end of year activities.

NINOS agrees:

6. To familiarize the BISD personnel with the agency's guidelines, methods and concerns.
7. To familiarize children leaving the NINOS Head Start program and their families with the school district's system.
8. To make the necessary arrangements for Head Start children to visit the school district's elementary campuses at least twice a year.
9. To invite a school district representative to share information to families in at least one monthly parent meeting on enrollment procedures and requirements.
10. To invite a school district representative to attend and share information at the NINOS Building Bridges School Collaboration Meetings.

F. Health/Nutrition Services

Brownsville ISD will:

1. Assign a Brownsville Food Service coordinator who will be available for nutrition consultation and to coordinate the provision of meals.
2. Complete nutritious meals in observance of School's Menu(s).
3. Provide and deliver the two meals to the Head Start classroom site 15 minutes before serving time. Breakfast (8:00 a.m.) and Lunch (11:30 a.m.)
4. Wash and maintain equipment and dishes.
5. Provide and deliver the meals to the Head Start classroom site, 15 minutes before serving time.
6. Deliver and pick up the Food Service equipment and utensils from the designated Head Start classroom.

7. Provide the meal production documentation and submit a copy to the Head Start centers on Friday of every week for the last day of the month (if this falls on a day other than Friday for the purpose of accounting for the full month.)
8. Purchase all the food needed to prepare meals.
9. Provide a copy of the monthly menu to NINOS prior to the beginning of the month.
10. Supply special diet for children with special nutritional needs.
11. Ensure ADA and Civil Rights Assurances are explained to the employees.

NINOS will:

12. Allow the school nurse at each of the partnering elementary campus to be responsible for the administration of medical attention to children during the duration of the district/head start attendance, such as administration of medication or first aid.
13. Keep 1530 Meal Production Forms and 1535 Meal Count Forms.
14. Submit for reimbursement to Child and Adult Care Food Program (CACFP).
15. Follow the operating School Calendar Schedule of "The Public School."
16. Reimburse BISD by using the effective USDA reimbursement rate for Breakfast and Lunch as provided by the Texas Department of Human Services Child and Adult Care Food Program (CACFP) of the current program year (subject to change annually).
17. Provide training and guidance to the "Public School" kitchen staff.
18. Monitor the kitchen area to ensure compliance with CACFP requirements.
19. Provide a meal count to the "Public School" staff.
20. Retain a copy of school's health certification.
21. Submit the school a copy of the menu plan for children with special diets.

G. Transportation Services

BISD will:

1. Provide transportation to and from campus as determined by the students' need.

H. Family Engagement/Enrollment Efforts and Criteria

BISD will:

1. Provide referrals of students who may qualify for NINOS additional services not provided by the district.
2. Refer eligible children enrolled at Burns, Aiken, Benavides, Brite, and Perez Elementaries to the NINOS Head Start program to participate in co enrollment.
3. Provide parent training information to share with Head Start parents.

NINOS will:

4. Assign a family service coordinator to coordinate family engagement efforts between Brownsville ISD and NINOS
5. Refer eligible children enrolled in the NINOS Head Start program to the Brownsville ISD for co enrollment.
6. Provide Brownsville ISD with necessary information for PEIMS school report.
7. Provide the Brownsville ISD with Head Start parent training information.
8. Provide parents with information on shared school readiness goals to engage their involvement in their children's development.
9. Provide a calendar of scheduled parent meetings to be held at the school campus.

Enrollment Criteria

10. NINOS Head Start children's enrollment applications will be prioritized using the following criteria to be placed on the waiting list for selection.
 - Homeless Children (as per McKinney-Vento).
 - Foster Children.
 - Children with disabilities that have been determined eligible by the LEA (Local Education Agency-Public School) and meet the Federal Income Guidelines.
 - NINOS Head Start children who transfer from one NINOS Head Start center to another (if family has moved to an area where a NINOS Head Start center is near their residence).
 - Children that are enrolled in NINOS Head Start for the second year and meet Federal Income Guidelines.
 - Children that meet Federal Income Eligibility Guidelines those qualify by lowest Income (Average Income per Household Member).
11. Children that meet requirements of current community partnerships will adhere to the enrollment criteria agreement (i.e., TSTC campus, Housing, Elementary Campus.)
12. If there is more than one family in the same category you proceed to qualify them by the lowest income (Average Income per Household Member).
13. If there is more than one family having the exact eligibility and income status (Average Income per Household Member), the date of the application will take precedence.
14. Families who have children enrolled in NINOS Early Head Start must re-verify eligibility when their child turns three years of age. If income eligibility is determined, the child will have an equal opportunity to receive NINOS Head Start Services adhering to the criteria listed on the priority list.

VI. ADDITIONAL TERMS AND CONDITIONS

1. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party nor to create any legal rights

or claim on behalf of any third party. Contractor/BISD does not waive, modify, or alter, to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.

2. Approvals or Consents. Whenever this Agreement requires or permits approvals or consents to be hereafter given by any party hereto, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and shall be effective without regard to whether given before the time required herein.

3. Governing Law. The laws of the State of Texas shall govern this Agreement and venue for any dispute hereunder is agreed to be Willacy County, Texas.

4. Dispute Resolution. The parties agree to attempt to resolve any issues or claims relating to this MOU that cannot be informally resolved through any dispute resolution process governing this MOU under appertaining law or regulations through mediation before a mutually agreed to neutral mediator.

5. Entire Agreement. This Agreement, together with its authorizing exhibits, constitute the final and entire Agreement between the parties hereto and contain all the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto and duly executed by the parties.

6. Notices. Any notice required or permitted under this MOU shall be deemed sufficiently given or served if sent by E-mail or by United States certified mail, return receipt requested, addressed as follows: NINOS and Contractor shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

EXECUTED and AGREED to as of the dates indicated below.

NINOS
22887 State Highway 345
P.O. Box 189
Rio Hondo, Texas 78583
(956) 399-9944

BROWNSVILLE
INDEPENDENT SCHOOL DISTRICT
1900 E. Price Road
Brownsville, Texas 78521
(956) 548-8000

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Educational Facility Request for Exemption from Child Care Regulation

Use this form to request an exemption from Child Care Regulation (CCR) under Title 26 Texas Administrative Code Section [745.115](#).
Reference the [instructions](#) on the CCR Forms website for details about how to submit this request to CCR.

Section A – Identifying Information

Program Name Brownsville Independent School District-Vermillion Elementary School		Program Area Code and Phone No. (956) 548-8000	
Program Website www.bisd.us			
Location Address (Street or P.O. Box) 1900 E. Price Road	City Brownsville	State Texas	ZIP Code 78521
Mailing Address, if different (Street or P.O. Box)	City	State	ZIP Code
Name of Owner, Sole Proprietor, Partnership or Business Entity Dr. Jesus H. Chavez, Superintendent of Schools			
Contact Person Name Beatriz Hernandez		Contact Person Area Code and Phone No. (956) 698-1039	
Contact Person Email Address bahernandez@bisd.us			
Contact Person Address (Street or P.O. Box) 1900 E. Price Road, Suite #306	City Brownsville	State Texas	ZIP Code 78521

Section B – Program Information

Part I – Provide the following information about your overall program.

1. What grades do you serve?		<input checked="" type="checkbox"/> Pre-K	<input checked="" type="checkbox"/> Kindergarten	<input checked="" type="checkbox"/> First	<input checked="" type="checkbox"/> Second	<input checked="" type="checkbox"/> Third	<input checked="" type="checkbox"/> Fourth	<input checked="" type="checkbox"/> Fifth	<input type="checkbox"/> Sixth	<input type="checkbox"/> Seventh-12th			
2. Does your program serve children younger than 3 years old?		<input checked="" type="radio"/> Yes <input type="radio"/> No											
3. How many children participate in your program?		634											
4. What are your program's operating hours?		8:00 am-5:00 pm											
5. Select the months your program operates.		<input checked="" type="checkbox"/> January	<input checked="" type="checkbox"/> February	<input checked="" type="checkbox"/> March	<input checked="" type="checkbox"/> April	<input checked="" type="checkbox"/> May	<input type="checkbox"/> June	<input type="checkbox"/> July	<input checked="" type="checkbox"/> August	<input checked="" type="checkbox"/> September	<input checked="" type="checkbox"/> October	<input checked="" type="checkbox"/> November	<input checked="" type="checkbox"/> December
6. Select the days your program operates.		<input type="checkbox"/> Sunday	<input checked="" type="checkbox"/> Monday	<input checked="" type="checkbox"/> Tuesday	<input checked="" type="checkbox"/> Wednesday	<input checked="" type="checkbox"/> Thursday	<input checked="" type="checkbox"/> Friday	<input type="checkbox"/> Saturday					
7. Is your program currently operating?		<input checked="" type="radio"/> Yes <input type="radio"/> No											
8. Do you have a current or previous permit or exemption on file with CCR?		<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Not Sure											
9. Describe and provide information about your educational program.		Vermillion Elementary at Brownsville ISD provides public education for students in grades Pre-K 3 through Fifth.											

Part II – Select one option that applies to your program and answer the corresponding questions.

☒ **Accredited Educational Facility for Grades Pre-Kindergarten and Above 26 TAC Section [745.119\(1\)](#)**

1. Does the facility operate primarily for educational purposes? ☒ Yes ☐ No

2. Who operates the program?

Brownsville ISD

3. Who accredits the educational facility?

☒ Texas Education Agency (TEA)

☐ Southern Association of Colleges and School (SACS)

☐ An organization recognized by the Texas Private School Accreditation Commission (TEPSAC)

If recognized by TEPSAC, what is the organization's name?

4. Does your facility also provide 24-hour residential care? ☐ Yes ☒ No

☐ **Before or After-School Program Operated by an Accredited Educational Facility 26 TAC Section [745.119\(2\)](#)**

☐ **Before or After-School Program Operated by a Contracted Entity 26 TAC Section [745.119\(3\)](#)**

☐ **Educational Facility that is a Member of an Organization Requiring Compliance with Standards 26 TAC Section [745.119\(4\)](#)**

☐ **Private Educational Facility, Including an Educational Facility that is Religious in Nature 26 TAC Section [745.119\(5\)](#)**

Section C – Physical Facility is Shared with Another Program

Complete this section if your program shares space with any other program.

1. Does CCR regulate the other program? ☐ Yes ☒ No

a. If yes, list the program's operation number.

b. If no, is the other program exempt? ☐ Yes ☐ No ☐ Not sure

2. Does your program use the same employees as the other program? ☐ Yes ☒ No

If yes, explain how each program uses the staff:

3. Describe any building or areas the programs use at the same time:

N/A

4. If the programs share restrooms and indoor or outdoor activity areas, or both, do the programs have a written plan on how the caregivers from each program supervise children in the shared spaces? ☐ Yes ☒ No

If yes, attach a description of the plan to this application.

Section D – Requested Documents

Indicate the documentation you are submitting with your exemption request. Submitting the documentation with your request helps CCR process your request efficiently and effectively.

☐ Proof of current accreditation if applicable.

☒ Proof of TEA-approved curriculum content for all ages it serves if applicable. The [list](#) is on the [TEA website](#) under the "Currently Adopted Instructional Materials" link.

☐ Information given to parents about the program, including enrollment forms, policies, schedules, and parent guides.

☐ Floor plan, including restrooms, areas used by the children, and areas used by other programs that operate at the same time.

☐ Other informational and advertising materials, including internet pages and links.

☐ A copy of the contract for contracted entities if applicable.

☐ Other information that show your program is exempt.

Section E – How HHSC Processes Your Exemption Request

CCR reviews the completed form and documentation you provide. If the information does not fully show your program is exempt, CCR may request more information or visit your program.

If CCR determines your program does not meet all criteria for an exemption, CCR notifies you with a letter that explains how to request an administrative review if you do not agree with CCR's decision.

If CCR determines you are operating a program subject to regulation under Chapter 42 of the Human Resources Code.

- CCR may file suit in district court for a civil penalty and injunctive relief if you knowingly engage in activities without the appropriate permit.
- You also may face criminal penalties for operating without the appropriate permit.

Section F – Privacy Statement

HHSC values your privacy. Review the [privacy policy online](#) for more information.

Section G – Certification

I certify that the above description of the program is accurate, true, and complete. I understand I may be required to provide more information to show the program meets all requirements to be exempt from regulation by CCR.

Signature of Owner, Partner, or Head of Governing Body

Superintendent of Schools

Title

Date



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU

Board of Education Meeting: 04/09/24

Item Title: Memorandum of Understanding
Between NINOS Head Start and
Brownsville ISD for 2024 - 2025

X Action
Information
Discussion

BACKGROUND:

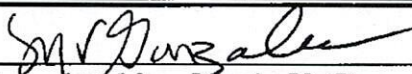
The Brownsville Independent School District (BISD) recognizes its responsibility to integrate a school readiness plan in collaboration with local entities providing Head Start services for three-year olds. The existing Memorandum of Understanding (MOU) is automatically renewed and sets forth procedures agreed upon by NINOS Head Start and BISD. The co-teaching model is being implemented at 4 sites and the ½ day co-enrolled model at the other 4 sites. The terms and conditions set forth in the following document shall constitute the entire agreement between the NINOS Head Start and BISD. BISD will pay the salary of eight (8) School Readiness Intervention (SRI) BISD teachers four (4) paraprofessionals, and will in return receive ADA for the students' attendance. Additionally, the existing Head Start site of Burns II and including in school sites co-enrolled at Burns, Brite, Garden Park, Benavides, and co-teaching at Aiken, Vermillion, Canales, and Perez in school Head Start SRI teachers and staff will participate in all BISD Early childhood Prekinder trainings and assessments. Legal counsel has reviewed this document.

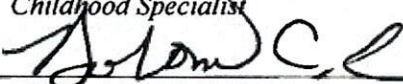
FISCAL IMPLICATIONS:

Categorical and/or Local 199 Funds:

RECOMMENDATION:

Recommend approval to continue the existing Memorandum of Understanding (MOU) with NINOS Head Start to include co-enrolled at Burns, Brite, Garden Park, Benavides, and co-teaching model at Aiken, Vermillion, Canales, and Perez. The collaboration will continue at all eight elementary sites for the 2024-2025 school year.

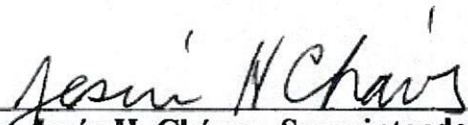

Submitted by: **Maria V. Gonzales** Early
Childhood Specialist


Recommended by: **Dolores Cisneros-Emerson**
Executive Director Elementary Education


Reviewed by: **Miguel Salinas**, Staff Attorney


Approved by: **Beatriz Hernandez**
Chief Academic Officer

Approved for Submission to Board of Education:


Dr. **Jesús H. Chávez**, Superintendent

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Tuesday, March 19, 2024 12:03 PM
To: Roxanne Eckstein; Kevin O'Hanlon; Lea Ohrstrom
Cc: Miguel Salinas; Minerva Almanza
Subject: Re: NINOS Lease of Lincoln Park ECE Facility and NINOS MOU

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Eckstein,

These are approved as to form.

Sincerely,

Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Monday, March 18, 2024 12:58 PM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>
Subject: NINOS Lease of Lincoln Park ECE Facility and NINOS MOU

Ms. Lozano,


Please see the two attached agreements for your review and approval for the April 9th board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxy Eckstein

**Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

 **Go Green! Please do not print unless completely necessary.**

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Brownsville Independent School District and
Neighbors In Need Of Services, Inc. Head Start/Early Head Start Program
Memorandum Of Understanding (MOU)

NINOS, Inc. Head Start/Early Head Start Program (NINOS, Inc.) and the Brownsville Independent School District (BISD) agree to provide educational services to children three (3) years old who are deemed eligible for pre-kindergarten education services as set out herein. This MOU (Agreement) is between BISD, a public-school district and government subdivision of the State of Texas and NINOS, Inc., a not for profit corporation; agrees to provide the following services to bring NINOS, Inc. and the local education agency into compliance with section 624(e) (5), of the Improving Head Start For School Readiness Act of 2007. The following services will be incorporated in this one agreement: educational services, disability services, and transition services.

The terms and conditions set forth in the following document shall constitute the entire agreement between NINOS, Inc. and BISD and may not be amended except by a written document signed by both entities.

I. EDUCATIONAL SERVICES

Under this agreement BISD will:

- A. Provide full time certified early childhood teacher at Garden Park Elementary, Burns Elementary, Aiken Elementary, Vermillion Elementary, Brite Elementary, Perez Elementary, Benavides Elementary and Canales Elementary. Through this collaboration effort a total of 12 classrooms of eligible three-year-old children will be provided instruction (8 ½ day and 4 full day). The school district teachers will provide-each-classroom, instruction for at least three and a half hours on the school campuses. Children at BISD classrooms will extend with Head Start instruction for full day services at Garden Park, Burns, Benavides, and Brite; and school district teacher will be responsible for a morning and afternoon class at each site. While children at Aiken, Canales, Perez, and Vermillion will receive full day instruction; with school district teacher will be responsible for the class at each site co-teaching with the Head Start teaching staff.
- B. Maintain BISD classrooms and necessary documents (i.e., health and fire inspections) at Garden Park, Burns, Aiken, Brite, Benavides, Perez, Vermillion and Canales Elementary for the three-year olds to meet all Head Start requirements for size and facility requirements.
- C. Make referrals of students who may qualify for NINOS, Inc. additional services not provided by BISD such as full day or 5:00 pm extended hours services, especially children with disabilities who can benefit from a full day of services.
- D. Name a dean of instruction and/or an elementary principal to coordinate efforts between BISD and NINOS, Inc. including consultation with teachers and/or director.
- E. Provide a school calendar for NINOS, Inc. to follow in the three-year-old classroom.

- F. Purchase supplemental materials and supplies that are purchased as needed to accommodate the NINOS, Inc. students. A budget will be used to replace consumables at an estimated \$250.00 per classroom.
- G. Provide notification of parent trainings provided by the district and presentation to Parent Policy Council.
- H. Designate at least one BISD staff to attend Building Bridges School Collaboration Meetings three times during the year.
- I. Provide technology access to be able to obtain internet services in the Garden Park, Burns, Aiken, Brite, Benavides, Perez, Vermillion and Canales Elementary classrooms assigned to NINOS.
- J. Provide access to and use of telephone for educational and licensing purposes.
- K. Follow the dress code policy while at the NINOS, Inc. Head Start Center.
- L. Be on duty at the NINOS, Inc. Head Start Centers and at Garden Park, Burns, Aiken, Brite, Benavides, Perez, Vermillion and Canales Elementary in school sites daily unless attending a workshop or approved business.
- M. Utilize at least the hours assigned as a full-time employee of the BISD.
- N. Make at least one home visit and one parent conference together with NINOS, Inc. staff.
- O. Will be responsible for lesson plans, daily preparation and instruction to the students who attended the school district program.
- P. Complete the required documentation for the BISD staff to comply with the childcare licensing in the co-teaching classrooms at Aiken, Canales, Perez, and Vermillion (i.e., teacher certification, results of criminal background check, TB results, CPR Certification)
- Q. School teachers in co-enrolled classrooms (Brite, Benavides, Burns, Garden Park) with NINOS, Inc. will be responsible for lesson plans, daily preparation, and instruction to the students; while school teachers assigned to co-teaching classrooms (Aiken, Canales, Perez, Vermillion) will take equal responsibility with the NINOS, Inc. teaching staff for lesson plans, daily preparations, and instruction to the students.
- R. Assess the eligible 3-year-old students with the following instruments: English Oral Language Proficiency Test (OLPT), Spanish Oral Language Proficiency Test (OLPT) and CIRCLE Progress Monitoring (C-PALLS) for students for identification and progress monitoring.
- S. Implement Pre-Kindergarten (PK) curriculum resources, such as *Heggerty*, to focus on the state's updated PK Guidelines that are planned around play and emergent literacy activities designed to support the child's social, emotional, cognitive, and physical development.
- T. Utilize both Federal Head Start Standards and the updated Texas Pre-Kindergarten Guidelines when planning for instruction for the children.

- U. Instruct the eligible bilingual students using the state's required transitional bilingual education program model.
- V. Follow the BISD student's Code of Conduct which includes utilizing the Positive Beginnings, classroom management system.
- W. Appraise the school district teacher using the Texas Teacher Evaluation and Support System (T-TESS) which includes monitoring the teacher with walk-throughs. Student Learning Objectives (SLOs) will also be developed.

Under this Agreement, NINOS, Inc. will:

- A. Provide an Area Manager and an Education Coordinator to facilitate efforts between BISD and NINOS, Inc.
- B. Provide a Head Start teacher and Head Start teacher aide at for each class at Garden Park, Burns, Aiken, Brite, Benavides, Perez, Vermillion and Canales Elementary. Through this collaboration effort a total of 12 classrooms of eligible three-year-old children will be provided full-day instruction. The Head Start teaching staff will provide each classroom instruction for three and a half hours to the children while enrolled in Head Start at the school campus in both co-enrollment classes and co-teaching classes. Children in Head Start classrooms will extend with their instruction for full day services at Garden Park, Burns, Benavides, and Brite, while attend full day services at Aiken, Canales, Perez, and Vermillion Elementary in a co-teaching classroom model.
- C. Provide documentation that is required by the school district to complete PEIMS to enroll NINOS, Inc. children into the school district system. This document will include the following: student's parent information and residency documents.
- D. Align instructional activities to both the Federal Head Start Child Outcomes and updated Texas Pre-Kindergarten Guidelines (2022).
- E. Provide results of screening and ongoing assessment of each child's development upon receiving parental consent.
- F. Refer all suspected children of School Child Find within two (2) days of receiving parental permission. Referrals may include screening results, including assessments, Health history, Immunization records, any written observations which have been completed and other information that may assist BISD's referral process.
- G. Upon parental consent, participate in the development and implementation of the IEP.
- H. Implement a curriculum that is planned around play activities designed to support the child's social, emotional, cognitive, and physical development.
- I. Utilize at least the hours assigned as a full-time employee of the NINOS, Inc.
- J. Make two home visits and three parent conferences for children enrolled for a full year. Schedule one home visit and one parent conference to be conducted together with school district teachers.

- K. Will be responsible for lesson plans, daily preparation and instruction to the students who attend the Head Start program.
- L. Complete the required documentation for the NINOS, Inc. staff to comply with the school district requirements at all campuses. (i.e., Region I background clearance)
- M. NINOS, Inc. teaching staff in co-enrolled classrooms (Brite, Benavides, Burns, Garden Park) with school district teachers being responsible for lesson plans, daily preparation, and instruction to the students; while school teachers assigned to co-teaching classrooms (Aiken, Canales, Perez, Vermillion) will take equal responsibility with the NINOS, Inc. teaching staff for lesson plans, daily preparations, and instruction to the students.
- N. Maintain a playground area that meets all the Head Start and Texas Child care licensing requirements for 3-year olds at the Vermillion, Garden Park, Burns, Brite, Benavides, Perez, Aiken, and Canales Elementary sites.
- O. Comply with all federal and Texas laws concerning confidential student record, including but not limited to the Family Education Right and Privacy Act. (FERPA), 34 C.F.R.99.1 et seq.
- P. Certify that it is a child care facility licensed by the State of Texas; provide a copy of its current license, and immediately inform the school district of any change in its license status.
- Q. Purchase and maintain in force a general liability insurance policy as it will protect NINOS, Inc. from all claims, which arise out of or result from NINOS, Inc.'s operations under this agreement. NINOS, Inc. shall provide BISD a certificate of insurance naming BISD as additional insured and waving any right of subrogation against BISD.
- R. Hold BISD harmless and indemnify BISD for claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this agreement.
- S. Be responsible for following the same operation school calendar schedule, in order to meet the Public-School Texas Education Code of minutes per year approved by BISD Board.

II. COLLABORATION EFFORTS

Both parties agree to:

- A. Utilize a weekly planning time for lesson plan development and preparation.
- B. Implement CIRCLE, the designated research-based curriculum, to extent permitted by such eligible student's IEP.
- C. Share in publicizing the collaboration efforts of the School Readiness Integration Plan.
- D. Upon parental consent, NINOS, Inc. will assist BISD staff in all Admission Review and Dismissal (ARD) meetings regarding the co-enrolled students.

- E. Attend a meeting between the center director and a district administrator to be held in the fall and spring of each school year.
- F. Participate in ongoing problem solving and evaluation.
- G. Work together to increase services provided by NINOS, Inc.
- H. Implement Positive Beginnings Classroom Management Kit to effectively manage daily routines, learning centers and maximize learning time.
- I. Hold a Pre-Registration Round-Up in the spring semester to preregister 3-4-year-old students new to the BISD.

III. STAFF DEVELOPMENT

Both parties agree that:

- A. NINOS, Inc. and BISD staff will attend Texas School Readiness (TSR) and CIRCLE training as offered by Cameron Works, schedule permitting.
- B. Information regarding upcoming workshops and conferences will be shared by the school district Dean, ECE Specialist and NINOS, Inc. Area Manager.
- C. Accommodations to attend other trainings will be made whenever possible.
- D. BISD Early Childhood Specialist will meet with parents of 0-2 years old children at the Early Head Starts to inform and train them of how they can support their child's learning.

IV. DISABILITY SERVICES

BISD agrees to:

- A. Conduct a full and individual initial evaluation prior to the placement of a child in the Special Services Program.
- B. Schedule an appointment for a screening at the earliest available date. Screenings occur bi-monthly.
- C. Inform NINOS, Inc. of screening results.
- D. Secure parental consent for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.
- E. Communicate with Head Start to find educational placement for ECI and Non-enrolled students found eligible for services with BISD.
- F. Invite the NINOS, Inc. staff to participate in the development and implementation of an Individual Education Plan (IEP) of children who qualify and are enrolled in the NINOS, Inc.
- G. Provide space on the Curriculum and Instruction website for a link to N.I.N.O.S Inc. Head Start program for easy access to list above.

- H. Provide a list of campuses that have a 3-year-old program and also a list of campuses that have an ECSE classroom.
- I. Coordinate/Consultation conducted 1x/6weeks or maybe 1x/Semester between campus and Head Start.
- J. Uniform documents to be filled out by Head Start teacher to provide current info or present levels of Educational Performance on students as part of preparation for Annual ARD/IEP meeting.
- K. Keep track of how many students are served by both BISD and Head Start.
- L. Notify and invite NINOS, Inc. staff and all other appropriate parties required by law, of ARD meeting, five (5) calendar days prior to scheduling. Meeting will be conducted within thirty (30) calendar days of completing the child's evaluation. Work collaboratively to develop the IEP.
- M. In-service training for-parents in order to provide continuity of services. Staff may be invited as appropriate.

NINOS, Inc. agrees to:

- A. Assign a NINOS, Inc. staff member to facilitate and collaborate efforts with Brownsville Independent School District (BISD).
- B. Provide BISD personnel: student's information, which will assist BISD to register, assess the students, and identify students within a four (4) week period for purposes of bilingual/ESL services.
- C. Assist BISD with location of children with disabilities through participation in Child Find activities.
- D. Complete Health Screening and developmental screening on all children, within 45 days of enrollment, as required in the Head Start Performance Standards.
- E. Complete the screenings and assessments on children within 60 days of enrollment including Early Head Start enrollees.
- F. Secure parental consent for a referral within (1) week of completing the C-PALLS for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.
- G. Assist BISD by providing a copy of a current physical (vision and hearing) to BISD. The physical is required annually by Head Start therefore a current one should be on file. This will help facilitate completion of the referral process.
- H. Provide a list of all Head Start Centers and their neighboring elementary campuses.
- I. Provide a list of centers that provide transportation to the nearest elementary for therapy services.

- J. Follow-up with parents that are "No Show" for the "Intake" at the zoned campus.
- K. Keep track of how many students are served by both BISD and Head Start.
- L. Work in collaboration with Brownsville Independent School District (BISD) in allocating systems of support for students identified with special needs.
- M. Provide special education and related services as stated in the Individual Education Plan (IEP) for identified eligible children.

V. TRANSITION SERVICES

BISD agrees:

- A. To facilitate transition of children leaving NINOS, Inc. and entering the school system, who are identified as, or suspected of being disabled.
- B. To familiarize the school system with NINOS, Inc. and NINOS, Inc. with the school's guidelines, methods and concerns.
- C. To familiarize children leaving NINOS, Inc. and their families with the school system. Children will visit school (2) two times a year.
- D. To share information, expertise and training between the school system's staff and NINOS, Inc. staff, which may be beneficial in assisting persons who are interested in or working with young children. Provide NINOS, Inc. representatives with information and materials on transition needs of children entering the elementary school and make these available to families of NINOS, Inc. Head Start children.
- E. To evaluate plan periodically and coordinate collaboration efforts through biannual meetings. Conduct pre-registration for children leaving Head Start at end of year activities.

NINOS, Inc. agrees:

- A. To familiarize the BISD personnel with the agency's guidelines, methods and concerns.
- B. To familiarize children leaving the NINOS, Inc. Head Start program and their families with the school district's system.
- C. To make the necessary arrangements for Head Start children to visit the school district's elementary campuses at least twice a year.
- D. To invite a school district representative to share information to families in at least one monthly parent meeting on enrollment procedures and requirements.
- E. To invite a school district representative to attend and share information at the NINOS, Inc. Building Bridges School Collaboration Meetings.

VI. HEALTH/NUTRITION SERVICES

Brownsville ISD will:

- A. Assign a Brownsville Food Service coordinator who will be available for nutrition consultation and to coordinate the provision of meals.
- B. Responsible for providing the following:
Complete nutritious meals in observance of School's Menu(s).
- C. Responsible for providing and delivering the 3 meals to the Head Start classroom site, fifteen (15) minutes before serving time.

Breakfast	7:45	a.m.
Lunch	10:45	a.m.
Snack	2:00	p.m.
- D. Responsible for washing and maintaining equipment and dishes.
- E. Responsible for providing and delivering the meals to the Head Start classroom site, fifteen (15) minutes before serving time.
- F. Responsible for delivering and picking up the Food Service equipment and utensils from the designated Head Start classroom.
- G. Responsible for providing meal production documentation and submitting a copy to Head Start centers on Friday of every week for the last day of the month (if this fall on a day other than Friday for the purpose of accounting for the full month.)
- H. Responsible for all food purchases needed to prepare meals.
- I. Responsible for providing a copy of the monthly menu to "NINOS" prior to the Beginning of the month.
- J. Responsible for supplying special diet for children with special nutritional needs.
- K. Responsible to ensure ADA and Civil Rights Assurance are explained to the employees.

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- A. Allow the school nurse at each of the partnering elementary campus to be responsible for the administration of medical attention to children during the duration of the district/head start attendance, such as administration of medication or first aid.
- B. Responsible for keeping 1530 Meal Production Forms and 1535 Meal Count Forms.
- C. Responsible for submitting for Reimbursement to Child and Adult Care Food Program (CACFP).
- D. Responsible for following the operating School Calendar Schedule of "The Public School."

- E. Responsible for reimbursing the School District as follows:
 - 1. Using the effective USDA reimbursement rate for Breakfast and Lunch as provided by the Texas Department of Human Services Child and Adult Care Food Program (CACFP) of the current program year (*Subject to change annually*).
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Brownsville ISD will:

- A. Not provide transportation services at any of the campuses for three-year-old children.

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Brownsville ISD will:

- A. Provide referrals of students who may qualify for NINOS, Inc. additional services not provided by the district.
- B. Refer eligible children enrolled at Aiken Elementary, Burns Elementary, Garden Park Elementary, Vermillion Elementary, Benavides Elementary, Perez Elementary, Ben Brite Elementary, and Canales Elementary to the NINOS, Inc. Head Start program to participate in co enrollment.
- C. Provide parent training information to share with Head Start parents.

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- D. Provide the Brownsville ISD with Head Start parent training information.
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- F. Provide a calendar of scheduled parent meetings to be held at the school campus.

Enrollment Criteria

- A. NINOS, Inc. Head Start children's enrollment applications will be prioritized using the following criteria to be placed on the waiting list for selection.
 1. Homeless Children (as per McKinney-Vento).
 2. Foster Children.
 3. Children with disabilities that have been determined eligible by the LEA (Local Education Agency-Public School) and meet the Federal Income Guidelines.
 4. NINOS, Inc. Head Start children who transfer from one NINOS, Inc. Head Start center to another (if family has moved to an area where a NINOS, Inc. Head Start center is near their residence).
 5. Children that are enrolled in NINOS, Inc. Head Start for the second year and meet Federal Income Guidelines.
 6. Children that meet Federal Income Eligibility Guidelines those qualify by lowest Income (Average Income per Household Member).
- B. Children that meet requirements of current community partnerships will adhere to the enrollment criteria agreement (i.e., TSTC campus, Housing, Elementary Campus.)
- C. If there is more than one family in the same category you proceed to qualify them by the lowest income (Average Income per Household Member).
- D. If there is more than one family having the exact eligibility and income status (Average Income per Household Member), the date of the application will take precedence.
- E. Families who have children enrolled in NINOS, Inc. Early Head Start must re-verify eligibility when their child turns three years of age. If income eligibility is determined, the child will have an equal opportunity to receive NINOS, Inc. Head Start Services adhering to the criteria listed on the priority list.

VIII. Termination of Agreement

- A. This agreement may be Amended or Modified only in writing and executed by both parties. This Agreement will be reviewed annually and may be terminated, by giving written notice to the NINOS, Inc. until the end of the calendar school year. This agreement takes effect upon school board approval and shall continue unless amended mutually or terminated in writing by either party. The terms of this agreement shall be automatically renewed and the term of the agreement extended by one (1) year unless canceled by either party by giving written notice to the other of its intention not to renew this agreement at least ninety (90) days prior to the termination date of the agreement.

Jesús Chávez
Dr. Jesús Chávez,
Superintendent of Schools
Brownsville Independent School District
David Kowalski
David Kowalski,
Executive Head Start Director
NINOS, Inc. Head Start/Early Head Start

4/15/24
Date

4/12/24
Date

BISD-Agenda
Duplicate Original
Date: 4/9/24

Brownsville Independent School District and
Neighbors In Need Of Services, Inc. Head Start/Early Head Start Program
Memorandum Of Understanding (MOU)

NINOS, Inc. Head Start/Early Head Start Program (NINOS, Inc.) and the Brownsville Independent School District (BISD) agree to provide educational services to children three (3) years old who are deemed eligible for pre-kindergarten education services as set out herein. This MOU (Agreement) is between BISD, a public-school district and government subdivision of the State of Texas and NINOS, Inc., a not for profit corporation; agrees to provide the following services to bring NINOS, Inc. and the local education agency into compliance with section 624(e) (5), of the Improving Head Start For School Readiness Act of 2007. The following services will be incorporated in this one agreement: educational services, disability services, and transition services.

The terms and conditions set forth in the following document shall constitute the entire agreement between NINOS, Inc. and BISD and may not be amended except by a written document signed by both entities.

I. EDUCATIONAL SERVICES

Under this agreement BISD will:

- A. Provide full time certified early childhood teacher at Garden Park Elementary, Burns Elementary, Aiken Elementary, Vermillion Elementary, Brite Elementary, Perez Elementary, Benavides Elementary and Canales Elementary. Through this collaboration effort a total of 12 classrooms of eligible three-year-old children will be provided instruction (8 ½ day and 4 full day). The school district teachers will provide-each-classroom, instruction for at least three and a half hours on the school campuses. Children at BISD classrooms will extend with Head Start instruction for full day services at Garden Park, Burns, Benavides, and Brite; and school district teacher will be responsible for a morning and afternoon class at each site. While children at Aiken, Canales, Perez, and Vermillion will receive full day instruction; with school district teacher will be responsible for the class at each site co-teaching with the Head Start teaching staff.
- B. Maintain BISD classrooms and necessary documents (i.e., health and fire inspections) at Garden Park, Burns, Aiken, Brite, Benavides, Perez, Vermillion and Canales Elementary for the three-year olds to meet all Head Start requirements for size and facility requirements.
- C. Make referrals of students who may qualify for NINOS, Inc. additional services not provided by BISD such as full day or 5:00 pm extended hours services, especially children with disabilities who can benefit from a full day of services.
- D. Name a dean of instruction and/or an elementary principal to coordinate efforts between BISD and NINOS, Inc. including consultation with teachers and/or director.
- E. Provide a school calendar for NINOS, Inc. to follow in the three-year-old classroom.

- F. Purchase supplemental materials and supplies that are purchased as needed to accommodate the NINOS, Inc. students. A budget will be used to replace consumables at an estimated \$250.00 per classroom.
- G. Provide notification of parent trainings provided by the district and presentation to Parent Policy Council.
- H. Designate at least one BISD staff to attend Building Bridges School Collaboration Meetings three times during the year.
- I. Provide technology access to be able to obtain internet services in the Garden Park, Burns, Aiken, Brite, Benavides, Perez, Vermillion and Canales Elementary classrooms assigned to NINOS.
- J. Provide access to and use of telephone for educational and licensing purposes.
- K. Follow the dress code policy while at the NINOS, Inc. Head Start Center.
- L. Be on duty at the NINOS, Inc. Head Start Centers and at Garden Park, Burns, Aiken, Brite, Benavides, Perez, Vermillion and Canales Elementary in school sites daily unless attending a workshop or approved business.
- M. Utilize at least the hours assigned as a full-time employee of the BISD.
- N. Make at least one home visit and one parent conference together with NINOS, Inc. staff.
- O. Will be responsible for lesson plans, daily preparation and instruction to the students who attended the school district program.
- P. Complete the required documentation for the BISD staff to comply with the childcare licensing in the co-teaching classrooms at Aiken, Canales, Perez, and Vermillion (i.e., teacher certification, results of criminal background check, TB results, CPR Certification)
- Q. School teachers in co-enrolled classrooms (Brite, Benavides, Burns, Garden Park) with NINOS, Inc. will be responsible for lesson plans, daily preparation, and instruction to the students; while school teachers assigned to co-teaching classrooms (Aiken, Canales, Perez, Vermillion) will take equal responsibility with the NINOS, Inc. teaching staff for lesson plans, daily preparations, and instruction to the students.
- R. Assess the eligible 3-year-old students with the following instruments: English Oral Language Proficiency Test (OLPT), Spanish Oral Language Proficiency Test (OLPT) and CIRCLE Progress Monitoring (C-PALLS) for students for identification and progress monitoring.
- S. Implement Pre-Kindergarten (PK) curriculum resources, such as *Heggerty*, to focus on the state's updated PK Guidelines that are planned around play and emergent literacy activities designed to support the child's social, emotional, cognitive, and physical development.
- T. Utilize both Federal Head Start Standards and the updated Texas Pre-Kindergarten Guidelines when planning for instruction for the children.

- U. Instruct the eligible bilingual students using the state's required transitional bilingual education program model.
- V. Follow the BISD student's Code of Conduct which includes utilizing the Positive Beginnings, classroom management system.
- W. Appraise the school district teacher using the Texas Teacher Evaluation and Support System (T-TESS) which includes monitoring the teacher with walk-throughs. Student Learning Objectives (SLOs) will also be developed.

Under this Agreement, NINOS, Inc. will:

- A. Provide an Area Manager and an Education Coordinator to facilitate efforts between BISD and NINOS, Inc.
- B. Provide a Head Start teacher and Head Start teacher aide at for each class at Garden Park, Burns, Aiken, Brite, Benavides, Perez, Vermillion and Canales Elementary. Through this collaboration effort a total of 12 classrooms of eligible three-year-old children will be provided full-day instruction. The Head Start teaching staff will provide each classroom instruction for three and a half hours to the children while enrolled in Head Start at the school campus in both co-enrollment classes and co-teaching classes. Children in Head Start classrooms will extend with their instruction for full day services at Garden Park, Burns, Benavides, and Brite, while attend full day services at Aiken, Canales, Perez, and Vermillion Elementary in a co-teaching classroom model.
- C. Provide documentation that is required by the school district to complete PEIMS to enroll NINOS, Inc. children into the school district system. This document will include the following: student's parent information and residency documents.
- D. Align instructional activities to both the Federal Head Start Child Outcomes and updated Texas Pre-Kindergarten Guidelines (2022).
- E. Provide results of screening and ongoing assessment of each child's development upon receiving parental consent.
- F. Refer all suspected children of School Child Find within two (2) days of receiving parental permission. Referrals may include screening results, including assessments, Health history, Immunization records, any written observations which have been completed and other information that may assist BISD's referral process.
- G. Upon parental consent, participate in the development and implementation of the IEP.
- H. Implement a curriculum that is planned around play activities designed to support the child's social, emotional, cognitive, and physical development.
- I. Utilize at least the hours assigned as a full-time employee of the NINOS, Inc.
- J. Make two home visits and three parent conferences for children enrolled for a full year. Schedule one home visit and one parent conference to be conducted together with school district teachers.

- K. Will be responsible for lesson plans, daily preparation and instruction to the students who attend the Head Start program.
- L. Complete the required documentation for the NINOS, Inc. staff to comply with the school district requirements at all campuses. (i.e., Region I background clearance)
- M. NINOS, Inc. teaching staff in co-enrolled classrooms (Brite, Benavides, Burns, Garden Park) with school district teachers being responsible for lesson plans, daily preparation, and instruction to the students; while school teachers assigned to co-teaching classrooms (Aiken, Canales, Perez, Vermillion) will take equal responsibility with the NINOS, Inc. teaching staff for lesson plans, daily preparations, and instruction to the students.
- N. Maintain a playground area that meets all the Head Start and Texas Child care licensing requirements for 3-year olds at the Vermillion, Garden Park, Burns, Brite, Benavides, Perez, Aiken, and Canales Elementary sites.
- O. Comply with all federal and Texas laws concerning confidential student record, including but not limited to the Family Education Right and Privacy Act. (FERPA), 34 C.F.R.99.1 et seq.
- P. Certify that it is a child care facility licensed by the State of Texas; provide a copy of its current license, and immediately inform the school district of any change in its license status.
- Q. Purchase and maintain in force a general liability insurance policy as it will protect NINOS, Inc. from all claims, which arise out of or result from NINOS, Inc.'s operations under this agreement. NINOS, Inc. shall provide BISD a certificate of insurance naming BISD as additional insured and waiving any right of subrogation against BISD.
- R. Hold BISD harmless and indemnify BISD for claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this agreement.
- S. Be responsible for following the same operation school calendar schedule, in order to meet the Public-School Texas Education Code of minutes per year approved by BISD Board.

II. COLLABORATION EFFORTS

Both parties agree to:

- A. Utilize a weekly planning time for lesson plan development and preparation.
- B. Implement CIRCLE, the designated research-based curriculum, to extent permitted by such eligible student's IEP.
- C. Share in publicizing the collaboration efforts of the School Readiness Integration Plan.
- D. Upon parental consent, NINOS, Inc. will assist BISD staff in all Admission Review and Dismissal (ARD) meetings regarding the co-enrolled students.

- E. Attend a meeting between the center director and a district administrator to be held in the fall and spring of each school year.
- F. Participate in ongoing problem solving and evaluation.
- G. Work together to increase services provided by NINOS, Inc.
- H. Implement Positive Beginnings Classroom Management Kit to effectively manage daily routines, learning centers and maximize learning time.
- I. Hold a Pre-Registration Round-Up in the spring semester to preregister 3-4-year-old students new to the BISD.

III. STAFF DEVELOPMENT

Both parties agree that:

- A. NINOS, Inc. and BISD staff will attend Texas School Readiness (TSR) and CIRCLE training as offered by Cameron Works, schedule permitting.
- B. Information regarding upcoming workshops and conferences will be shared by the school district Dean, ECE Specialist and NINOS, Inc. Area Manager.
- C. Accommodations to attend other trainings will be made whenever possible.
- D. BISD Early Childhood Specialist will meet with parents of 0-2 years old children at the Early Head Starts to inform and train them of how they can support their child's learning.

IV. DISABILITY SERVICES

BISD agrees to:

- A. Conduct a full and individual initial evaluation prior to the placement of a child in the Special Services Program.
- B. Schedule an appointment for a screening at the earliest available date. Screenings occur bi-monthly.
- C. Inform NINOS, Inc. of screening results.
- D. Secure parental consent for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.
- E. Communicate with Head Start to find educational placement for ECI and Non-enrolled students found eligible for services with BISD.
- F. Invite the NINOS, Inc. staff to participate in the development and implementation of an Individual Education Plan (IEP) of children who qualify and are enrolled in the NINOS, Inc.
- G. Provide space on the Curriculum and Instruction website for a link to N.I.N.O.S Inc. Head Start program for easy access to list above.

- H. Provide a list of campuses that have a 3-year-old program and also a list of campuses that have an ECSE classroom.
- I. Coordinate/Consultation conducted 1x/6weeks or maybe 1x/Semester between campus and Head Start.
- J. Uniform documents to be filled out by Head Start teacher to provide current info or present levels of Educational Performance on students as part of preparation for Annual ARD/IEP meeting.
- K. Keep track of how many students are served by both BISD and Head Start.
- L. Notify and invite NINOS, Inc. staff and all other appropriate parties required by law, of ARD meeting, five (5) calendar days prior to scheduling. Meeting will be conducted within thirty (30) calendar days of completing the child's evaluation. Work collaboratively to develop the IEP.
- M. In-service training for-parents in order to provide continuity of services. Staff may be invited as appropriate.

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Dr. Jesús Chávez,
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David Kowalski
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