

STATE OF TEXAS  
COUNTY OF BEXAR

PROGRAM AGREEMENT  
BETWEEN SOUTHWEST  
I.S.D. AND PARENT/  
CHILD INCORPORATED

This Agreement is made and entered into this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at San Antonio, Texas by and between the Southwest Independent School District, hereinafter "DISTRICT", and Parent/Child Incorporated of San Antonio and Bexar County, hereinafter "PCI", a non-profit Texas corporation.

I.

**PURPOSE**

1.01 The purpose of this Agreement is to provide an Early Head Start and Head Start Preschool Program, hereinafter referred to as "**Program**," in the District for infants and/or toddlers and pregnant teens and their 3-year-olds. The age for enrollment of children in PCI's EHS Program is six weeks to 3 years of age, and for Head Start Preschool the age is up to 4 years. as hereinafter provided during the term of this Agreement and any extensions thereof, at Southwest Independent School District, Student & Outreach Services, Building 200. EHS Program services will also be provided to newborns for teen mothers enrolled in the District's School Aged Parenting Program and its most recent graduates (2025).

II.

**TERM**

2.01 The term of this Agreement is from August 2025 through July 2026. This Agreement shall automatically be renewed for subsequent terms on the anniversary date of each year, unless either party gives the other party written notice to terminate the Agreement at least sixty (60) days before the anniversary date.

2.02 The District reserves the right to terminate this contract upon thirty (30) days' notice to PCI, if for whatever reason there are insufficient funds appropriated to continue operations under this Agreement, or if the space used by PCI under this Agreement is required by the District for educational purposes.

2.03 PCI reserves the right to terminate this contract should the required enrollment of eligible children not be maintained one month after the SWISD School District School Year begins; however PCI will work closely with SWISD before any such action is taken.

2.04 Upon termination of this Agreement, PCI shall vacate all space at the Southwest Independent School District Student & Outreach Services, Building 200 which is designated by District for use by PCI in the operation of this Program, hereinafter "Premises," and return it to District in the same condition as tendered to PCI, normal wear and tear excepted.

### III.

#### **PCI OBLIGATIONS**

3.01 PCI agrees to enroll and provide quality, comprehensive Early Head Start services as hereinafter required, for no more than sixteen newborns, infants/toddlers and pregnant teens enrolled in SWISD, as well as 17 3-year-olds.

3.02 PCI agrees to enroll age eligible children of SWISD recent graduates (2025) to include their 3-year-olds and eligible District staff. Families of the SWISD Community will be recruited should the enrollment not be reached.

3.03 PCI will conduct a complete criminal background check and Sex Offender Registry check on all employees. The law requires a Federal Bureau of Investigation (FBI) fingerprint check for anyone that is currently required to have a background check in a child day care center.

3.04 PCI agrees to operate the Program between the hours of 8:00 a.m. and 4:45 p.m., five (5) days per week. The District calendar will designate days of operation for PCI Classrooms, and PCI will follow the Districts summer schedule of June – July, Monday - Thursday from 7:00 a.m. - 5:00 p.m. PCI's Head Start Preschool Program does not operate during the summer months, so the 3-year-olds only attend until the end of the school year.

\*3.05 PCI will provide the appropriate staff required to maintain a four to one (4:1) EHS child/staff ratio and 17:2 Preschool 3-year-olds in addition to appropriate support staff for the Program, to consist of an Education Center Coordinator/Family Service Worker, and Nutrition Aide.

3.06 PCI will enroll and provide EHS Head Start services to 3-year-olds and newborns of teen mothers participating in the District's School Aged Parenting Program, this would include the students enrolled and attending the Parenting class, as well as provide the necessary furniture.

3.07 PCI agrees to make available its Program to children with disabilities.

3.08 PCI agrees to provide a comprehensive educational program, addressing cognitive and socialization, based upon age and developmentally appropriate practices necessary to meet the needs of the children served by the District.

3.09 PCI agrees to provide a comprehensive Parent Engagement Program for Parents, where the scope is the entire family.

3.10 PCI shall provide a Health and Mental Health Program which will include a) referrals to/from ECI programs; b) referrals for physical examinations for all children and required follow-up; c) complete dental screening for all children and required follow-up; d) full insurance coverage on all the participating children. PCI shall also provide the same type of service in keeping with the Head Start Performance Standards and PCI Policies for Early Head Start/Preschool Head Start children to include those with disabilities.

## VII.

### GENERAL PROVISIONS

7.01 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement, are performable in Bexar County.

7.02 PCI shall permit the District and its agents and assigns to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs or alterations.

7.03 PCI shall not assign its right or obligations under this Agreement. PCI shall not sublet all or any portion of the Premises.

7.04 This Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement.

7.05 The only amendments to this Agreement are listed under Special Conditions, which becomes an integral part of this Agreement and is legal and binding under the terms and conditions herein. No amendment, modification or alteration of this Agreement shall be binding unless it is in writing, dated after this Agreement and duly executed by the parties to this Agreement.

7.06 Time is of the essence in the Agreement.

7.07 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

7.08 PCI acknowledges that the Premises to be used by the Program is owned by the District which is a public school district, and that discrimination by PCI, its agents, or employees on account of race, color, religion, national origin, sex, or disability is prohibited by law on District property.

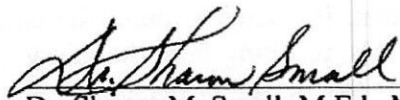
EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

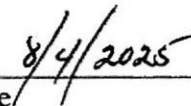
**SOUTHWEST INDEPENDENT  
SCHOOL DISTRICT**

\_\_\_\_\_  
Dr. Jeanette Ball, Ph.D.  
Superintendent

\_\_\_\_\_  
Date

**PARENT/CHILD INCORPORATED (PCI)  
of SAN ANTONIO & BEXAR COUNTY**

  
\_\_\_\_\_  
Dr. Sharon M. Small, M.Ed., M.A., Ph.D.  
Chief Executive Officer/HS/EHS Director

  
\_\_\_\_\_  
Date



3.11 PCI shall provide its own telephone and internet service for the Premises, appropriate classroom furnishings, materials and supplies, office furniture, playground equipment, and all food for the children, to include breakfast, lunch, and afternoon snacks required for the program.

3.12 During the term of this Agreement, PCI shall comply with all policies, rules, and regulations of the District. In addition, the District shall comply with all local, state, and federal regulations relating to PCI's use of the premises. PCI's Head Start Operations Coordinator will work cooperatively with the Student and Outreach Services Director, or designated SWISD Staff to ensure that collaboration exists between PCI and the District.

#### **IV.**

#### **SOUTHWEST INDEPENDENT SCHOOL DISTRICT OBLIGATIONS**

4.01 District agrees to provide a total of six rooms, three to utilize as classrooms, one room to serve as an office for the Education Center Coordinator/Family Service Worker, and one room to serve as a kitchen to include all utilities at the Student & Outreach Services Building #200, for use by PCI's Program, and one for storage free of charge.

4.02 District agrees to provide sufficient playground area for the Early Head Start aged children and Head Start aged children enrolled in the Program.

4.03 District agrees to provide daily janitorial services in keeping with the schools' set practices.

4.04 District agrees to provide School Aged Parenting Program support on school grounds to enable teen mothers to get accustomed to a routine as soon as possible with a doctor's release and start attending on-site after 5 days if it is a regular delivery or 10 days after cesarean deliveries.

#### **V.**

#### **FIRE AND CASUALTY DAMAGE**

5.01 In the event of any damage or casualty occurring within the Premises, PCI agrees to give immediate notice to the District, along with all information and assistance necessary to determine the cause, extent of damage, and any other relevant information as may be required by the District.

#### **VI.**

#### **INDEMNIFICATION**

6.01 PCI agrees to indemnify and hold harmless the District, and its officers, agents and employees from any and all lawsuits, claims, actions, losses, damages, claims or liability of any character, type of description, including without limitation, all expenses of litigation, including court costs and attorney's fees, resulting from the injury or death of any person, injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by the negligent act or acts (whether that negligence is the sole or contributory cause of the injury, death or damage) of PCI, its agents or employees, during the term of this Agreement.

**Exhibit "A"**  
**SPECIAL CONDITIONS**


1. PCI will provide the bus transportation for all Early Head Start field trips.
2. The District agrees to permit PCI to store furniture and equipment in the center during the summer months should the Center be closed, at no charge to PCI.
3. The District agrees to maintain pest control services for the Early Head Start and Head Start classrooms and playground areas.
4. The District further agrees to maintain and pay for repairs on the portion of the facility used by the Program.
5. PCI will maintain the playground equipment and assigned playground areas.
6. All PCI purchased office furniture, playground equipment, classroom furniture and materials will always remain PCI property and will be removed upon termination of agreement.
7. PCI Early Head Start is a twelve-month program. During the term of this agreement, the Center located in Southwest ISD, Building #200 will be in operation from August through the summer months, or through the Center Based option at another PCI Early Head Start location temporarily should the building not be available, or may have PCI staff take home projects out to the families' homes. This does not apply to the 3-year-old children.
8. If the PCI Early Head Start summer schedule changes due to Head Start funding, PCI will coordinate with the appropriate Southwest ISD staff as soon as being made aware of such funding change, but no later than 30 days from the beginning of the Southwest ISD summer calendar start date.

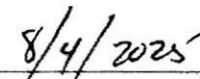
**SOUTHWEST INDEPENDENT  
SCHOOL DISTRICT**

\_\_\_\_\_  
Dr. Jeanette Ball, Ed.D.  
Superintendent

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Date

**PARENT/CHILD INCORPORATED (PCI)  
of SAN ANTONIO & BEXAR COUNTY**

  
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Dr. Sharon M. Small, M.Ed., M.A., Ph.D.  
Chief Executive Officer/HS/EHS Director

  
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