



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 04/09/24

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

BACKGROUND:

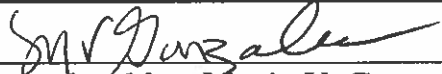
The Brownsville Independent School District (BISD) recognizes its responsibility to integrate a school readiness plan in collaboration with local entities providing Head Start services for three-year olds. The existing Memorandum of Understanding (MOU) is automatically renewed and sets forth procedures agreed upon by NINOS Head Start and BISD. The co-teaching model is being implemented at 4 sites and the 1/2 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

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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.

NINOS, Inc. will:

- 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*).
- F. Responsible for providing training and guidance to the “Public School” kitchen staff.
- G. Responsible for monitoring the kitchen area to ensure compliance with CACFP requirements.
- H. Responsible for giving a meal count to the “Public School” staff.
- I. Responsible for retaining copy of school’s health certification.
- J. Responsible for submitting the school a copy of the menu plan for children with special diets.

VI. TRANSPORTATION SERVICES

Brownsville ISD will:

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

VII. FAMILY ENGAGEMENT/ENROLLMENT EFFORTS AND CRITERIA

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.

NINOS, Inc. will:

- A. Assign a family service coordinator to coordinate family engagement efforts between Brownsville ISD and NINOS, Inc.
- B. Refer eligible children enrolled in the NINOS, Inc. Head Start program to the Brownsville ISD for co enrollment.
- C. Provide Brownsville ISD with necessary information for PEIMS school report.
- D. Provide the Brownsville ISD with Head Start parent training information.
- E. Provide parents with information on shared school readiness goals to engage their involvement in their children’s development.
- 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.

Dr. Jesús Chávez,
Superintendent of Schools
Brownsville Independent School District

Date

David Kowalski,
Executive Head Start Director
NINOS, Inc. Head Start/Early Head Start

Date



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 05/02/23

Item Title: Memorandum of Understanding X Action
Between NINOS Head Start and Information
Brownsville ISD for 2023 - 2024 Discussion

BACKGROUND:

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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 2023-2024 school year.

Approved for Submission to Board of Education:

Submitted by: Principal/Program Director

Recommended by: Asst. Supt./CFO

Reviewed by: Staff Attorney

Approved by: Deputy Superintendent

Dr. René Gutiérrez, Superintendent

BISD-Agenda
Duplicate Original

Date: _____

When Necessary, Additional Background May Follow This.

Isela Vieyra

From: Priscilla Lozano <plozano@808West.com>
Sent: Monday, March 27, 2023 1:51 PM
To: Isela Vieyra
Cc: Miguel Salinas; Lea Ohrstrom; Minerva Almanza
Subject: Re: Ninos Head Start and BISD for 2023-2024

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 afternoon,

Approved as to form.

Priscilla

From: Isela Vieyra <jvievra@bisd.us>
Sent: Monday, March 27, 2023 11:03 AM
To: Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>
Subject: Ninos Head Start and BISD for 2023-2024

Good morning Ms. Lozano,

Please see the attached MOU/ Contract for your review and approval.

Thank you.

Respectfully,

Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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BISD-Agenda
Duplicate Original
Date: _____

**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 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.
- 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 (2015).
- 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 register 3-4-year-old students with 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.

BISD-Agenda
Duplicate Original
Date: _____

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.

NINOS, Inc. will:

- 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*).
- F. Responsible for providing training and guidance to the “Public School” kitchen staff.
- G. Responsible for monitoring the kitchen area to ensure compliance with CACFP requirements.
- H. Responsible for giving a meal count to the “Public School” staff.
- I. Responsible for retaining copy of school’s health certification.
- J. Responsible for submitting the school a copy of the menu plan for children with special diets.

VI. TRANSPORTATION SERVICES

Brownsville ISD will:

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

VII. FAMILY ENGAGEMENT/ENROLLMENT EFFORTS AND CRITERIA

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.

NINOS, Inc. will:

- A. Assign a family service coordinator to coordinate family engagement efforts between Brownsville ISD and NINOS, Inc.
- B. Refer eligible children enrolled in the NINOS, Inc. Head Start program to the Brownsville ISD for co enrollment.
- C. Provide Brownsville ISD with necessary information for PEIMS school report.
- D. Provide the Brownsville ISD with Head Start parent training information.
- E. Provide parents with information on shared school readiness goals to engage their involvement in their children’s development.
- 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.)

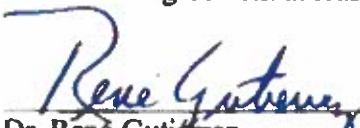
- C. If there is more than one family in the same category you proceed to qualify them by the lowest income (Average Income per Household Member).

- 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.



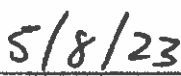
Dr. René Gutierrez,
Superintendent of Schools
Brownsville Independent School District



Date



David Kowalski,
Executive Head Start Director
NINOS, Inc. Head Start/Early Head Start



Date