



A meeting of the Board of Trustees of the Bryan Independent School District will be held on Monday, June 1, 2026, beginning at 6:00 PM in the Boardroom of the Administration Building, 801 South Ennis Street, Bryan, Texas 77803, where a quorum of the Board of Trustees will be present.

The subjects to be discussed, considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting agenda. A closed meeting may be held at any time during the open meeting as authorized by various sections of the Texas Government Code. When this occurs, a formal statement will be made by the president or presiding officer of the Board of Trustees.

1. Call to Order

2. Welcome

3. Pledges of Allegiance to the United States and Texas Flags

4. Public Comment on Agenda Items

5. Board Member Reports

5.A. Executive Committee Update on Current and Future Budget Development

5.B. Intergovernmental Committee Report on the Brazos County Economic Development

6. Information Items

6.A. Budget Development Series — Related to Budget Planning and Communication

6.B. 2025-2026 Fiscal Year Budget Update

6.C. Strategic Planning Update

6.D. 2026-2027 Fiscal Year Budget Update and Compensation Planning

6.E. Teaching and Learning annual renewal of supplemental educational support and operational software services

7. Consent Agenda

7.A. Consider approval of the meeting minutes for May 18, 2026

7.B. Consider delegating authority to the Superintendent to enter into PreK Partnership MOUs for the 2026-2027 school year

MEMORANDUM OF UNDERSTANDING
BETWEEN DISTRICT AND PRIVATE CHILD CARE CENTER

This Memorandum of Understanding Between District and Child Care Center (the “MOU”) is entered into by **Bryan Independent School District** (“District”) and [REDACTED], a Texas [REDACTED] (“Center”) operating at [REDACTED], Texas [REDACTED].

The effective date of the MOU is [REDACTED]. Throughout the MOU, District and Center may be collectively referenced as “Parties,” or either District or Center may be individually referenced as a “Party.”

I.
RECITALS

WHEREAS the Texas Workforce Commission (“TWC”) has approved a grant with the Texas Education Agency (“TEA”) to design a pre-kindergarten expansion initiative with the Texas A&M University System (“TAMUS”) to provide supplemental financial support, technical assistance, and effective collaboration to establish pre-kindergarten partnerships between independent school districts and childcare programs and centers;

WHEREAS District is a public school district located in Brazos County, Texas;

WHEREAS District is a District of Innovation in accordance with Texas law;

WHEREAS Center operates a private childcare center in [REDACTED] County, Texas;

WHEREAS Center is licensed by and in good standing with the Texas Department of Health and Human Services, Child Care Licensing Division;

WHEREAS Center meets one or more of the criteria as a childcare facility to be eligible for a formal pre-kindergarten partnership with an independent school district;

WHEREAS District and Center desire to increase the enrollment and participation of Enrollees in High-Quality Pre-Kindergarten (“High-Quality Pre-K”);

WHEREAS District has, based upon the approval of its Board of Trustees, agreed to admit, on a tuition-free basis, eligible three-year-old and four-year-old students for the purpose of receiving early childhood services/education to be provided at the Center’s facility (those who are enrolled to be referenced as “Enrollees”);

WHEREAS Center has, based upon the approval of its relevant management, agreed to accept Enrollees for the purpose of receiving early childhood services/education at Center’s facility;

WHEREAS District and Center desire their partnership to be considered a “formal partnership” (as TEA construes such a relationship in the context of prekindergarten partnerships between school districts and private childcare centers);

WHEREAS Center and District agree that Center and District are not agents of one another and, as such, neither has the right or ability to legally obligate the other;

WHEREAS District and Center, pursuant to their formal prekindergarten partnership (as the terms and provisions are articulated in this MOU), will dually enroll Enrollees in both District and Center;

WHEREAS Enrollees will physically attend and receive instruction at the Center’s facility;

WHEREAS Center will provide instruction that meets or exceeds statutory requirements for components of a High-Quality Pre-K program;

WHEREAS the Parties will operate their respective programs in a coordinated manner to maximize the effective and efficient delivery of educational services to Enrollees (to include services that are government-subsidized and/or free), to avoid program overlap, to maximize retention of qualified personnel, to ensure effective placement of qualified personnel, and to satisfy all requirements placed upon the Parties by virtue of the program(s) each Party operates.

NOW THEREFORE, for, and in consideration of, the tasks performed by both the Parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Center, pursuant to this MOU, agree to the following:

II.
CRITERIA FOR ENROLLEE ELIGIBILITY

- A. In order to participate in the collaborative program of High-Quality Pre-K detailed in this MOU (the “Program”) as an Enrollee, an Enrollee must satisfy the following requirements:
1. An Enrollee must be three or four years of age as of September 1st of the school year for which an Enrollee seeks admission; **and**
 2. An Enrollee must meet **at least one** of the following criteria:
 - a. Enrollee is unable to speak and comprehend the English language as measured by District via LAS Links, an English language proficiency assessment tool utilized by the U. S. Department of Education;
 - b. Enrollee is educationally disadvantaged (i.e., eligible to participate in the national free or reduced-price lunch program);

- c. Enrollee is homeless (as defined by 42 U.S.C., Section 1143a, regardless of the residence of the Enrollee, Enrollee’s parent(s) or guardian(s), or other person(s) having lawful control of the Enrollee;
 - d. Enrollee is a child of an active-duty member of the United States armed forces (including state military forces or a reserve component of the armed forces) who is ordered to active duty by property authority;
 - e. Enrollee is a child of a member of the United States armed forces (including the state military forces or a reserve component of the armed forces) who was injured or killed while serving on active duty;
 - f. Enrollee is, or previously has, at any time, been in the conservatorship of the Department of Family and Protective Services following an adversary hearing held pursuant to Section 262.201 of the Texas Family Code (this requirement is also met if the Enrollee has been placed in foster care in a state other than Texas); **OR**
 - g. Enrollee is the child of a person eligible for the Star of Texas Award (eligible as a peace officer under Section 3106.002 of the Texas Government Code; eligible as a firefighter under Section 3106.003 of the Texas Government Code; and/or eligible as an emergency medical first responder under Section 3106.004 of the Texas Government Code).
 - h. Enrollee is the child of a person employed as a classroom teacher at a public primary or secondary school in the District.
3. An Enrollee must be eligible for admission under District policy FDA (Local) inter-district transfer.
 4. Children or dependents of District or Center employees who meet the criteria set forth in District policy FDA (Local) will also be eligible to attend the Program as Enrollees.
 5. Enrollees shall be dually enrolled at Center **and** District.

III.
TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU (the “Term”) shall be the [redacted] school year. Specifically, the Term shall be [redacted], through [redacted]. The Term may not be shortened without the express written consent of the Parties. The Parties may agree to additional one-year

terms. If either Party does not intend to extend the Term (or additional agreed upon one-year term extensions), that Party must provide notice of its non-renewal intent at least ninety (90) days prior to the end of the relevant term. In the event no notice is given, this MOU shall automatically be renewed for additional one-year terms. In the event of a non-renewal notice, the respective obligations of the Parties, as set forth in this MOU, will continue through the final day of the current one-year term during which the non-renewal notice is given. Upon non-renewal, the Parties shall follow the process as outlined herein in Section VII.

IV. ALLOCATION OF PARTY RESPONSIBILITIES

A. Throughout the duration of this MOU, DISTRICT will comply with the following provisions:

1. Facilitate the provision requiring Center to provide at least **four (4) hours** of daily instruction meeting or exceeding all TEA requirements for High Quality Pre-K (as set forth in Sections 29.166 - 29.172 of the Texas Education Code (“TEC”)) for the Program’s four-year-old Enrollees. **This provision is not to be construed as requiring District to provide teachers and/or other professionals as faculty or staff to Center. Center is responsible for hiring and retaining its faculty and staff.**
2. Center will collect complete personnel records prior to the first day of instruction, including documentation of all required qualifications, national background checks, fingerprinting, and any other hiring requirements mandated by state law, including Minimum Standards for Child Care Centers §746.901–§746.909, and Texas Education Code §22.0833-34 . Background checks must be completed and results provided to the District prior to allowing staff access to Center to maintain compliance and protect the Center’s licensure status, and District’s obligations
3. Facilitate the provision requiring Center to provide at least two (2) hours of daily instruction meeting or exceeding all TEA requirements for High Quality Pre-K (as set forth in Sections 29.166 - 29.172 of TEC) for the Program’s three-year-old Enrollees. This provision is not to be construed as requiring District to provide teachers and/or other professionals as faculty or staff to Center. Center is responsible for retaining its faculty and staff.
4. Make available to Center, *if District so desires*, curriculum and materials that meet the standards of High Quality Pre-K and which provide for instruction in matters including the cognitive, physical, and social development of each Enrollee. *District has available curriculum that meets High Quality Pre-K statutory requirements, specifically Frog*

Street Early Childhood Curriculum (“Frog Street”). To the extent District is able and willing to make such materials available to Center, Center may purchase Frog Street from District “at cost.” This provision is not to be construed as requiring District to provide Center with statutorily-compliant curriculum.

5. Require reports from Center in order to document and report the academic progress of Enrollees at beginning, middle, and end of the school year based upon data provided by Center. District is entitled to compel Center to provide accurate and complete information/reports related to the academic progress of all Enrollees.
6. Provide Center with approved progress monitoring tools included on the commissioner’s list of approved kindergarten measuring instruments. In order to comply with this Provision, District may provide Center with access to CLI Engage’s resource platform and the Circle Progress Monitoring System.
7. Make available to Center, *according to District’s ability and agreement*, professional development seminars, activities, and/or materials available to Center. Before instruction begins, classroom staff will receive training in instructional practices, pre-k partnerships, and District policies. Center will provide ongoing professional development opportunities in accordance with the TEA high-quality pre-k requirements. Minimum Standards for Child Care §746.1309–§746.1317 and TEA high-quality pre-k requirements.
8. District and Center will work together to ensure that all instructional staff participating in the pre-k partnership receive high-quality professional development that supports alignment across settings. Professional development should meet requirements outlined in the TEC, TEA high-quality pre-k guidelines, and CCR Minimum Standards. The process will generally follow the steps outlined below:
 - a. **Provide Initial Orientation:** All instructional staff will participate in an initial orientation that introduces the partnership model, curriculum, assessment practices, and relevant policies for all student populations. Orientation will meet the requirements of Minimum Standards for Child Care §746.1301 and ensure that staff understand expectations for collaboration and instructional quality.
 - b. **Establish Annual Training Requirements:** Center Staff will complete annual professional development hours as required by Minimum Standards for Child Care §746.1309–§746.1317 and TEA high-quality pre-k requirements. Training should focus on topics such as child development, instructional practices for all student populations, classroom management, and family engagement.

- c. **Coordinate Joint Professional Development:** District and Center will plan and implement joint professional learning opportunities to promote consistent evidence-based instructional practices. Joint sessions may include, but are not limited to, curriculum implementation, assessment alignment, and instructional coaching and mentoring. Sessions will be scheduled to accommodate participation from both District and Center staff.
 - d. **Offer Specialized Training Opportunities:** Center Staff should receive specialized training aligned with program and student needs, such as bilingual or English as a Second Language (ESL) instruction, inclusion support, and positive character traits and personal skills.
9. Report required data into the Early Childhood Data System (“ECDS”) regarding the prekindergarten partnership with Center and data related to the Enrollees. Student demographic, enrollment, attendance, and eligibility information will be collected for all pre-k partnership classrooms. Documentation of teacher qualifications, class size, and student-to-teacher ratios for all pre-k partnership classrooms will also be collected. Progress monitoring results will be gathered using TEA-approved assessment tools. Both the District and Center will maintain documentation of data sources and evidence of accuracy for all records submitted through ECDS. The process will follow the steps below:
- a. **Data Submission:** The District will submit all required pre-k program data to the TEA through ECDS. All information provided will be verified, reconciled, and reviewed together by both parties, prior to ECDS submission to ensure accuracy and compliance.
 - b. **Data Review and Verification:** Prior to each ECDS submission window, the District and Center will jointly review all collected data to confirm completeness and consistency. Discrepancies in enrollment, attendance, or student coding will be identified and corrected before the state’s final reporting deadlines.
 - c. **Confidentiality and Security:** Access to personally identifiable student information used in ECDS submissions will be restricted to authorized personnel only. All electronic and paper-based data will be transmitted, stored, and maintained securely in accordance with district policy and state requirements to protect student confidentiality.

10. Report required data into the Public Education Information Management System (“PEIMS”) and/or the Texas Student Data System (“TSDS”) regarding the prekindergarten partnership with Center and data related to Enrollees. District maintains responsibility for all PEIMS reporting related to dually enrolled pre-k students. The PEIMS process ensures accurate state reporting for funding, compliance, and accountability in alignment with TEC §48.008 and §48.009. To support accurate data collection and reporting, the District and Center will coordinate efforts through structured communication, data verification, and staff training. The process will follow the steps below:
- a. **District Data Management and Reporting:** The District will oversee all PEIMS submissions for dually enrolled pre-k students. This includes collecting and verifying required student data elements such as demographics, program eligibility, attendance, special populations, and instructional settings. District will also provide training and guidance to Center’s staff regarding data collection practices that impact PEIMS coding (e.g., attendance tracking, emergent bilingual identification and bilingual/ESL placement, special education documentation, and economically disadvantaged status).
 - b. **Center Data Collection and Submission:** The Center will record daily attendance and maintain documentation in accordance with Minimum Standards for Child Care §746.801. The Center will provide the district with all enrollment, attendance, and program participation information necessary for PEIMS reporting using the timeline and format previously established. It is highly recommended that the Center promptly communicate any changes in student enrollment, eligibility, or program participation to the District to ensure accurate and timely updates.
 - c. **Review and Support:** The District and Center will engage in periodic data review to identify potential discrepancies. These reviews will be used to refine data collection procedures, strengthen staff training, and support accurate reporting in future cycles.
11. Collect all funds paid based upon Average Daily Attendance (“ADA”) (as this term is utilized in TEC Sec. 48.005) related to Enrollees. The funds collected by District as a result of Enrollee ADA shall be referenced in this MOU as “ADA Funds.” ADA Funds, as the term is utilized in this MOU, are limited to funds paid to District on the limited basis of Enrollee attendance. ADA Funds, as the term is utilized in this MOU, do not include funds collected by District as a result of services available/provided via District’s special programs. This MOU **does not and is not intended to address** any

funds paid related to the High-Quality Pre-K partnership **beyond** ADA Funds as defined and qualified in IV.A.9 of this MOU.

12. Absences/non-attendance by Enrollees (and/or a failure to adequately and correctly record Enrollee attendance) will directly impact the amount of ADA Funds received by Center and District. If an Enrollee is absent and/or fails to attend a school-day (or any attendance is inadequately recorded), no ADA Funds will be paid related to the specific Enrollee for the relevant date.

13. District and Center will establish consistent procedures for recording, monitoring, and reporting student attendance in accordance with the TEA requirements, CCR Minimum Standards, and Child Care Services. Attendance processes should promote accuracy, compliance, and family engagement to support regular participation in the pre-k partnership program. The process will include:
 - a. **Develop an Attendance Management Plan:** The District and Center will create a shared plan outlining how attendance will be recorded, verified, and reported. The plan should include: Roles and responsibilities for monitoring and documenting student attendance. Instructions for recording attendance at the classroom level and transferring it into required systems. Timelines for daily recording, weekly reconciliation, and monthly review. Communication protocols for addressing discrepancies between District and Center records. Processes for reporting absences and documenting excused and unexcused absences.

 - b. **Establish Attendance Recording Procedures:** Center's instructional staff will record attendance each day using the designated system agreed upon by both Parties. Procedures should include: Documenting the child's presence at the time of arrival, consistent with Minimum Standards. Entering attendance by a set time each morning to support accurate reporting. The Parties shall agree to a procedure for reconciling attendance (examples: Google Sheets, email).

 - c. **Verify and Reconcile Attendance Data:** The District and Center will compare attendance data regularly to ensure accuracy across systems. Verification procedures will include: Weekly reconciliation of attendance data between Center and District systems. Resolving discrepancies (missing entries, conflicting codes, or incorrect dates). Documenting reconciled records for reporting purposes. Establishing a set review time to ensure alignment with PEIMS reporting.

 - d. **Monitor Absences and Follow Up:** The District and Center will jointly monitor student attendance patterns. Procedures include: Reviewing attendance to identify

absences requiring follow-up. Contacting families after consecutive unexcused absences or repeated patterns of tardiness. Documenting family communication regarding absences and any needed support. Implementing intervention strategies to improve attendance when needed.

- e. **Train Staff on Attendance Policies:** The District will provide training and ongoing support to all staff responsible for recording or monitoring attendance. Training will include: Agreed upon expectations for accuracy, timeliness, and confidentiality. Procedures for communicating attendance records to be put into the District's SIS. Steps for resolving discrepancies and concerns with administrators.
 - f. **Communicate Attendance Expectation to Families:** Families will receive clear, accessible information about attendance requirements and procedures. Communication will include: The importance of consistent attendance in supporting student learning. Procedures for reporting absences, including required documentation for excused absences. Information provided through family handbooks, enrollment packets, or orientation sessions. Point of contact for reporting absences and attendance-related questions.
14. **Access to Administrative Systems:** District will provide Center access to any necessary administrative systems, such as student information platforms, attendance reporting tools, and communication systems it deems necessary.
15. Pay Center **70%** of the basic allotment ADA Funds (**Tier One Funds**), as defined by Tex. Educ. Code Section 48.051 ("ADA Funds") (payment to be made with good and immediately available funds and within ten (10) business days of receipt of the ADA Funds). While District shall timely submit any records it is required to submit regarding Enrollee attendance, District cannot control timing of the payment/disbursement of ADA Funds and therefore is not obligated to guarantee the timing of District's payment receipt. District can only control the timing of its payment to Center once it has received the payment/disbursement of ADA Funds.
16. Each Party will maintain accurate financial records of all funds received and expended. The District and Center will regularly review financial reports and supporting documentation to ensure compliance with the terms herein as well as state and federal requirements.
17. District and Center will establish the following joint strategies to promote regular and purposeful communication with families.

- a. **Develop a Family Engagement Plan:** District and Center will create a detailed plan outlining how they will engage and support families throughout the school year. As appropriate, the plan should align with the district's high-quality pre-k family engagement plan and/or be used to strengthen the district's high-quality pre-k family engagement plan.
 - b. **Establish Accessible Communication Methods:** District and Center will maintain regular communication with families through multiple methods, including but not limited to email, newsletters, parent-teacher conferences, and in-person meetings.
 - c. **Support Family Participation:** Center will create opportunities for families to participate in classroom activities, workshops, and events that strengthen the connection between home and school. These events may include open houses, parent nights, or community-based engagement opportunities.
 - d. **Collect Family Feedback:** Families will have the opportunity to share feedback through surveys, advisory groups, or informal meetings. District and Center will use the feedback collected to support program improvement.
 - e. **Document Engagement Efforts:** District and Center will maintain documentation of all family engagement and communication activities.
18. Withhold payment of Center's percentage of ADA Funds if Center has failed to pay its vendors, contractors, employees, or other third-parties if any such party/individual oversees, teaches, or assists in relation to the Program or provides Program goods and/or Program services to Enrollees.
19. If staff of the Center suspect that a child may have a disability or developmental delay that may require special education services pursuant to the Individuals with Disabilities Education Act (IDEA), 34 C.F.R. §300.101, the Center shall:
- a. **Notify the child's parent or guardian of the concern;** and Direct the parent or guardian to contact the local public school district in which the child resides or the local educational agency responsible for Child Find, as defined under 34 C.F.R. §300.101, in the Center's geographic location to request an evaluation. This process is consistent with federal Child Find requirements and state guidance that the local educational agency where the private program is located is responsible for conducting evaluations for parentally-placed private school children with suspected disabilities.

- b. If a child enrolled at the Child Care Center is determined eligible for special education and related services, the Center shall inform the parent or guardian that: Special education services are provided through the child's local public school district of residence, which is responsible for providing a Free Appropriate Public Education (FAPE) under IDEA; and The parent must coordinate directly with the local school district regarding eligibility determinations, admission to special education programs, and the development and implementation of an Individualized Education Program (IEP). The parent may unenroll the child from the Program in order to enroll the child in their local public school to receive services.
- c. The District shall not provide special education instruction, related services, evaluations, or service coordination to children enrolled in the Center under this partnership unless the child is separately enrolled as a student within the geographic boundaries of the District.

B. Throughout the duration of this MOU, CENTER will comply with the following provisions:

- 1. Center will provide proactive and robust communication with parents regarding this partnership.
- 2. To the extent Center's High-Quality Pre-Kindergarten classrooms are **classrooms for four-year-old Enrollees**, Center must meet at least **one** of the following criteria (Section 29.171 of TEC) (in addition to meeting the minimum criteria referenced below in IV(B)(3)(a)):
 - a. Be an accredited by a research-based, nationally recognized, and universally accessible accreditation system approved by the commissioner;
 - b. Be a Texas-Rising Star Program provider with a three-star certification or higher;
 - c. Be a Texas School Ready! participant;
 - d. Have an existing partnership with a school district to provide a prekindergarten program not provided under this subchapter; **OR**
 - e. Be accredited by an organization that is recognized by the Texas Private School Accreditation Commission.

3. To the extent Center ceases to meet the criteria set forth in Section 29.171 of TEC and listed above in IV.B.1 of the MOU, Center will forfeit its right to any ADA Funds until such time as it reestablishes compliance with the above-identified criteria.
4. To the extent Center's High-Quality Pre-Kindergarten classrooms are classrooms for three-year-old Enrollees, Center must meet the following criteria:
 - a. Meet the applicable child-care licensing standards adopted by the Department of Family and Protective Services under Section 42.042, Human Resources Code, and the class-size requirement for prekindergarten classes (Section 25.112(a)).
5. Provide classroom and common space(s) that meet TEA, federal, and other state agency requirements for early childhood education and/or childcare facilities.
6. Provide playground facilities, on-site, that meet applicable federal and state agency requirements for such facilities.
7. Maintain food service facilities and provide food to Enrollees in a manner that mirrors the food service/food provision an Enrollee would receive if physically attending a public school district pre-kindergarten class/facility.
8. Maintain food service facilities and provide food to eligible Enrollees in a manner that meets the relevant requirements of TEA and other state agencies.
9. Provide class furniture that complies with the relevant requirements of TEA and other state agencies.
10. Provide full janitorial, custodial, and maintenance service on a regular basis with regard to the entirety of the Center's facility.
11. Retain classroom teachers and instructional supervisors in compliance with Art. V of this MOU.
12. Maintain accurate, contemporaneous Enrollee attendance records in compliance with the requirements of District, TEA, and other state agencies in order to communicate with District regarding attendance of Enrollees and to enable District to meet, in a timely and accurate manner, its reporting requirements.

13. Provide District with accurate and complete attendance records as to Enrollees on the day such attendance records are recorded or within one business day after the attendance of Enrollees is recorded.
14. Upon request of District, provide District with access to Enrollee attendance records maintained by Center for the purpose of District review.
15. Measure and report to District the academic progress of Enrollees at beginning, middle, and end of the school year using an approved progress monitoring tool included on the commissioner's list of approved kindergarten measuring instruments. (Approved progress monitoring tools may include CLI's resource platform and the CIRCLE Progress Monitoring System.)
16. Provide any extended hours and/or "wrap around services" to extent Enrollees require care beyond District's prekindergarten school hours.
17. To the extent Center desires, independently pursue funds from TWC (or other relevant agencies/sources) related to any extended care provided and/or "wrap around services" provided by Center for the benefit of Enrollees. (By virtue of this MOU, District is not obligated to compensate Center, in any manner, for the provision of extended hours care or for any "wrap around services" provided to Enrollees.)
18. To the extent Center desires, independently pursue a per-classroom grant of funds available to childcare centers contracting with independent school districts (to include any per-classroom grant available as a result of the partnership between TWC and TAMUS).
19. To the extent Center desires, provide transportation to Enrollees who have a need for transportation to and/or from Center. District shall not be obligated to provide Enrollees transportation to or from Center, nor shall District be obligated to provide transportation of Enrollees to other locations regardless of purpose.
20. To the extent Center desires to use District logos or other District-related graphics/marketing items, secure permission from District for such use and secure approval of the specific logo and/or graphic to be utilized.

V.

COMPLIANCE WITH SECTION 29.167 OF TEXAS EDUCATION CODE

- A. **Professionals:** This MOU acknowledges that Center, *not District*, will retain and employ the individuals—including teachers—to adequately staff the Center classrooms, to include

professionals for supervision of classrooms and provision of educational services to Enrollees. As Center is an entity contracting with District to provide High Quality Pre-K, Center's requirements are as follows:

1. **Four-Year-Old Enrollee Classroom:** Center must provide a teacher certified under Subchapter B, Chapter 21 of TEC, OR if the teacher of the classroom is not a certified teacher, such an individual must be supervised by a person who meets the following two requirements:
 - a. Supervisor is a certified teacher; and
 - b. Supervisor has at least one of the following qualifications:
 - i. Associate or baccalaureate degree in early childhood education or a related field;
 - ii. Child Development Associate (CDA) credential or another early childhood education credential approved by TEA;
 - iii. Certification offered through a training center accredited by Association Montessori Internationale or through the Montessori Accreditation Council for Teacher Education;
 - iv. Eight or more years of experience teaching in a nationally accredited childcare program or a Texas Rising Star Program;
 - v. Employment as a prekindergarten teacher in a school district that has received approval from the commissioner for the district's prekindergarten-specific instructional training plan that the teacher uses in the teacher's prekindergarten classroom; or
 - vi. Equivalent qualification.
2. Along with the oversight of the above-described supervisor, a non-certified teacher of a classroom of four-year-old Enrollees needs one additional qualification from the following list:
 - a. **Additional Qualification – Option 1:** Two years of experience teaching in a national accredited childcare program or a Texas Rising Star Program and
 - i. Has a Child Development Associated (CDA) credential or another early childhood education credential approved by the agency; or

- ii. Has certification offered through a training center accredited by Association Montessori Internationale or through the Montessori Accreditation Council for Teacher Education.
 - b. **Additional Qualification – Option 2**: Associate or baccalaureate degree in early childhood education or a related field;
 - c. **Additional Qualification – Option 3**: Eight years or more of experience teaching in a nationally accredited childcare program or a Texas Rising Star Program;
 - d. **Additional Qualification – Option 4**: Employed as a prekindergarten teacher in a school district that has received approval from the commissioner for the district’s prekindergarten-specific instructional training plan that the teacher uses in the teacher’s prekindergarten classroom; or
 - e. **Additional Qualification – Option 5**: Equivalent Qualification.
3. **Three-Year-Old Enrollee Classroom**: Center, as to the professionals/staff it retains, must comply with the relevant provisions of District’s Innovation Plan.
4. Center agrees that the teachers it retains will be bilingual (i.e., fluent in English and Spanish). Alternatively, Center may, if necessary, utilize a two-teacher model in a classroom (i.e., one teacher is fluent in Spanish and one teacher is fluent in English).
- B. **CLASS SIZE – FOUR-YEAR-OLD ENROLLEES**: Pursuant to Section 29.167 of TEC, as related to classrooms of four-year-old Enrollees, Center “must attempt to maintain an average ratio in any prekindergarten program class of not less than one qualified teacher or teacher’s aid for each 11 students.”
- C. **CLASS SIZE – THREE-YEAR-OLD ENROLLEES**: *See* IV(B)(3)(a) of this MOU for classroom size standards as they relate to classrooms of three-year-old enrollees.
- D. Staffing ratios and class sizes will comply with all state laws and guidelines to ensure a safe and effective learning environment. This includes standards outlined in Minimum Standards for Child Care §746.1601, TEC §25.112, TEC §29.167 (d), and Texas Rising Star Certification Guidelines.
- E. **SUPERVISORY WORK-LOAD**: Center’s supervising teacher may supervise multiple prekindergarten classrooms to ensure “programmatic compliance” and to support classroom instruction, the developmental needs of students; and continuous quality improvement, including professional development.

VI.
DISTRICT REPRESENTATIVE(S) AND CENTER REPRESENTATIVE(S)-
MUTUAL OBLIGATIONS

- A. Agree upon an early childhood program/curriculum utilizing best early childhood teaching practices that meet Texas statutory requirements.
- B. Agree upon a schedule of regular meetings at which to discuss matters including (but not limited to) curriculum, Enrollee identification/recruitment, Enrollee attendance, assessment of Enrollee work and development, record-keeping/management, and High-Quality Pre-K statutory compliance. Monitoring and evaluation processes ensure that all prekindergarten partnership classrooms meet the standards for quality instruction, student progress, and compliance with state and federal requirements. The District and Center will work jointly to collect, analyze, and review data related to student outcomes, classroom quality, and program implementation. The process will follow the steps below: Student Assessments: All dually enrolled prekindergarten students will participate in Beginning-of-Year (BOY), Middle-of-Year (MOY), and End-of-Year (EOY) progress monitoring using TEA-approved assessment tools provided by the District. Assessment data will be collected, entered, and submitted in accordance with TEA ECDS reporting requirements. District and Center staff will review student results collaboratively to inform instructional planning, identify support needs, and monitor student progress throughout the school year. Program Monitoring: District will conduct scheduled site visits throughout the school year to monitor partnership compliance, curriculum implementation, instructional quality, and student attendance. These visits will be coordinated with Center's leadership to minimize disruptions and ensure transparency.
- C. Avoid duplication of a Party's efforts/actions while still supporting a Party's efforts/actions.
- D. Ensure MOU compliance and, if required, reach agreement on necessary MOU amendments and/or other modifications and adequately memorialize the same.
- E. Strategize jointly to improve and/or to meet goals related to Enrollee attendance, Enrollee performance, Enrollee social/emotional development, and High-Quality Pre-K statutory compliance.
- F. Strategize jointly to ensure Enrollees are meaningfully prepared to achieve kindergarten-readiness.
- G. Strategize jointly to identify the communities' children eligible to become Enrollees.
- H. Comply with District policies in matters including (but not limited to) human resources, site-safety, record keeping/maintenance/management, classroom management,

staff/faculty performance/evaluation of performance, and mandatory reporting of suspected child abuse and/or neglect.

- I. Share resources in a manner that allows Center and District to minimize expenditures and/or waste of resources.

VII. Non-Renewal-Off Boarding

- A. **Procedure:** Off-Boarding: District and Center will follow a structured and transparent process when a pre-k partnership concludes. The process shall ensure continuity of services for children and families, maintain compliance with recordkeeping and financial standards, and support a smooth transition for all stakeholders. Upon the end of the school year for which this MOU is not renewed by written notice District and Center shall follow the procedures noted herein.
 1. Identify the effective termination date and key deadlines for completing transition tasks. Provide all information related to fiscal close-out, records, and equipment ownership or return.
 2. **Develop a Transition and Continuity Plan:** District and Center will meet prior to the official termination date to develop a written transition and continuity plan. The plan should include: A timeline outlining specific off-boarding tasks and due dates. Clearly defined responsibilities for District and Center program staff. Procedures to ensure continuity of services for children currently enrolled. Steps for collecting, transferring, or archiving student records, assessment data, and attendance information. Processes for returning, redistributing, or accounting for purchased materials. Procedures for closing out access to shared administrative systems and digital platforms. Identification of any required reporting, compliance documentation, or other deliverables to be submitted before the partnership concludes.
 3. **Communicate with Families and Staff:** District and Center will jointly communicate partnership changes to families and staff. Communication will be clear, timely, and consistent. Center and District shall inform instructional and administrative staff of all transition procedures to ensure consistent messaging and coordination. Preparing and distributing written notifications to families explaining the conclusion of the partnership, effective dates, and details about the continuation of services. Holding information meetings, if necessary, to address family questions and provide transition support.

4. **Finalize Program and Financial Documentation:** Before completing the off-boarding process, District and Center shall ensure all required documentation is reviewed, reconciled, and finalized. This includes: Verifying that attendance, enrollment, and eligibility data are accurate and up to date. Reconciling financial pass-throughs, reimbursements, or outstanding obligations. Ensuring all student and program records are complete and accurate.

VIII. MISCELLANEOUS PROVISIONS

A. Insurance:

Center will provide District with copies of certificates of insurance and shall maintain in effect during the term of this MOU the following:

1. Center will provide District with copies of certificates of insurance and shall maintain in effect, during the term of this MOU, commercial general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate and professional liability insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.
2. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued and rated no less than A-VII in the most current edition of Best's Rating Manual at all times during the term of this MOU. A District representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

B. Notice:

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S.P.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

District: Bryan Independent School District
Ms. Ginger Carrabine, Superintendent of Schools
801 South Ennis Street
Bryan, Texas 77803

Center:

C. Amendment:

This MOU may not be altered, amended, modified, or supplemented except in a written document executed by the Parties. This MOU represents the full agreement of the Parties. No prior agreements, to the extent they controvert this MOU, survive.

D. Severability:

The Parties intend that each provision of this MOU constitutes a separate agreement between or among them. Accordingly, the provisions of the MOU are severable and in the event that any provision of this MOU shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions will not be affected but will instead remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

E. Waiver:

No waiver of any provision of this MOU will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this MOU; likewise, such waiver will not constitute a continuing waiver unless otherwise expressly stated.

F. Alternative Dispute Resolution:

Resolution of disputes concerning the implementation of this Agreement among the Parties shall first be attempted at the local level. The specific issues involved in the dispute and possible solutions shall be identified and referred to local personnel authorized to make such decisions under the Sponsor's complaint process as necessary to resolve the dispute. If a resolution is not reached after the exhaustion of each Sponsor's complaint procedure, the dispute shall be referred to mediation as a condition precedent to the initiation of any legal proceedings. The Parties will bear their own costs arising from or related to the mediation and shall agree to the appointment of a licensed attorney to conduct the mediation.

G. Data Sharing Policy:

Center agrees to comply with District's data sharing policy with regard to the use of student data provided by District or that which is created and/or recorded by Center. A separately-executed Data Sharing Agreement is attached to this MOU as **Exhibit A** and is incorporated herein by reference for all purposes.

H. School Term:

Enrollee attendance for which a portion of the ADA Funds will be paid to Center will be limited to Enrollee attendance during the fall and spring school semesters.

I. Snap-Shot Date:

To the extent a student enrolls (or students enroll) after the last Friday of October 2025 (i.e., October 24, 2025, for the 2025-2026 academic year) (the “Snap-Shot Date”), District’s receipt of ADA Funds for such student(s) will be delayed; consequently, payment to Center by District regarding attendance of such student(s) will likewise be delayed.

J. Records Required for Enrollment:

After establishing the partnership, District and Center will jointly implement a coordinated student registration and enrollment process that meets all TEA requirements for public pre-k eligibility and ensures access to services. In the enrollment process, District requires students to provide a birth certificate, immunization records, a government-issued identification of student’s parent or legal guardian, and any other relevant paperwork (e.g., court orders and/or agreements related to legal custody of student, student’s foster care or kinship care placement). District may also require proof of income. Provision of a student social security number is optional. By virtue of this MOU, District and Center agree to secure copies of the same records/information related to an Enrollee. District and Center will work together to ensure all enrollment documentation is collected, verified, and recorded in accordance with state and local requirements. Responsibilities will include: District will verify student eligibility based on TEC §29.153 and confirm that all eligibility documentation is complete and accurate. District will enter official student information into the district’s student information system (SIS). Center will maintain documentation and ensure that center-level enrollment records match District records. Both Parties will ensure that data systems for their respective organizations reflect accurate enrollment information (demographics, eligibility status, start dates, and assigned classrooms). Both Parties will be responsible for promptly notifying the other entity about any missing documentation or discrepancies in student information. District and Center will coordinate to update records as needed and confirm that all enrollment information is aligned before student attendance begins.

K. Confidentiality of Enrollee Information:

As Center is an outside service-provider partnering with District to perform institutional services as per the provisions of this MOU, Center shall be deemed a “school official” as that term is defined in District Policy FL (Local). Center understands and agrees that in order to perform the obligations set forth in this MOU, Center will have need to access and review the “educational records” (as that term is defined in TEC and the Family Education

Rights and Privacy Act) of Enrollees. Center agrees to maintain the confidentiality of any and all educational records of Enrollees in accordance with federal and state laws, rules, and regulations. For purposes of the confidentiality required of Center pursuant to this MOU, “educational records” of an Enrollee shall include (but not necessarily be limited to) Enrollee socio-economic status, Enrollee eligibility for District special programs, Enrollee address(es) and/or other contact information, and Enrollee medical information.

L. Jurisdiction, Venue, and Governing Law:

The Parties consent and submit to the sole exclusive jurisdiction and venue of the state and federal courts located in Brazos County, Texas, for purposes of any action, suit, or proceeding arising out of or relating to this MOU. The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this MOU, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this MOU.

M. Indemnity:

TO THE FULLEST EXTENT PERMITTED BY LAW, CENTER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DISTRICT, DISTRICT’S TRUSTEES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE: (1) IS ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF DISTRICT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF DISTRICT, DISTRICT’S TRUSTEES, AGENTS OR EMPLOYEES, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF DISTRICT’S TRUSTEES, AGENTS OR EMPLOYEES,

CENTER'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF DISTRICT AND CENTER TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH DISTRICT AND CENTER ARE PARTIES.

TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, DISTRICT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CENTER, CENTER'S AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE: (1) IS ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF DISTRICT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF CENTER, CENTER'S AGENTS OR EMPLOYEES, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF CENTER'S AGENTS OR EMPLOYEES, DISTRICT'S OBLIGATION TO INDEMNIFY, TO THE EXTENT PERMITTED BY LAW, IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF CENTER AND DISTRICT TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH CENTER AND DISTRICT ARE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates indicated by their signatures below:

Center

Bryan Independent School District
DISTRICT

Name _____ Date _____
Title: _____

Ms. Ginger Carrabine _____ Date _____
Superintendent of Schools



Pre-Kindergarten Partnership Memorandum Of Understanding Summary

Pre-Kindergarten Partnerships allow Bryan ISD to dually enroll eligible pre-kindergarten students in participating child care centers throughout the Brazos Valley and surrounding areas. Bryan ISD will provide coaching and support to directors and teachers serving dually enrolled students and will pass through a portion of Tier One funding to help offset instructional and material costs.

Bryan ISD received a grant through the Texas Education Agency and the Texas Workforce Commission for the 2026-2027 school year. This allows the district to partner with child care providers across a portion of the state to expand its service area.

The attached MOU serves as the standard template for each partnership agreement. Administration is requesting board approval to delegate authority to the superintendent to execute partnership agreements using the approved MOU template.

8. Action Items

8.A. Discuss and consider approval of the 2026-2027 Compensation Plan

8.B. Discuss and consider approval of the renewal and purchase of the District's Telecommunication System



PHONE RENEWAL 2026



Cisco Phone System Brief

Calling, voicemail, remote phone configuration, compatibility with current and planned public address equipment are features included with this system.

- **Software Renewal**
 - Secures a 5-year contract to lock in long-term pricing for Cisco Call Manager and InformaCast.
 - Maximizes previous investments by continuing to use existing campus phones and IP PA speakers.
- **Server Refresh**
 - Replaces aging backend hardware with 2 core data center servers and 24 campus router/s.
 - Ensures reliable daily operations and critical emergency failover capabilities at every campus.

Bond Savings

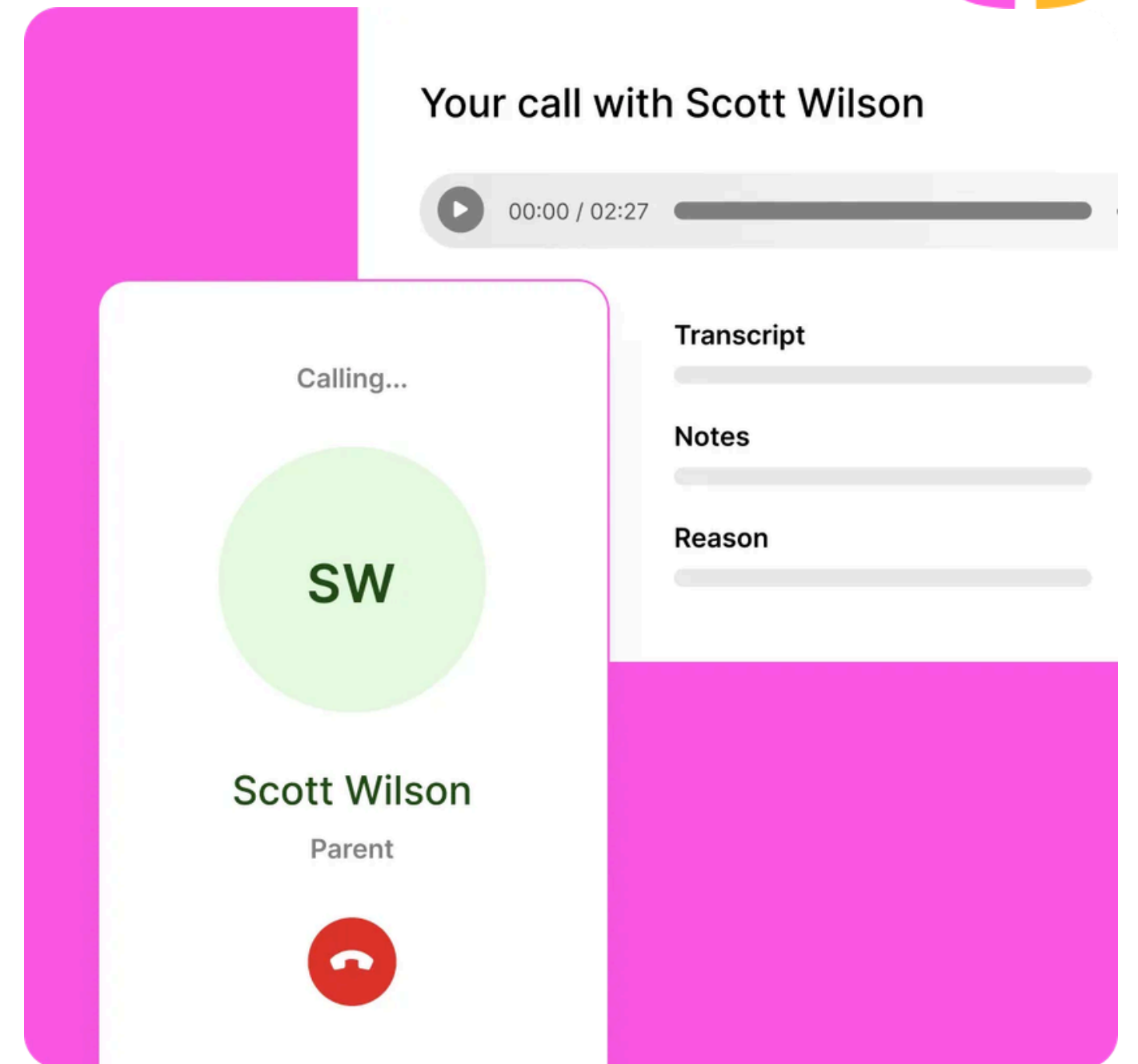


This project is estimated to come in under budget

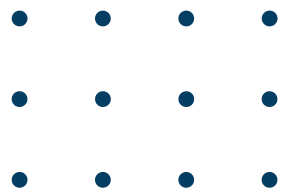
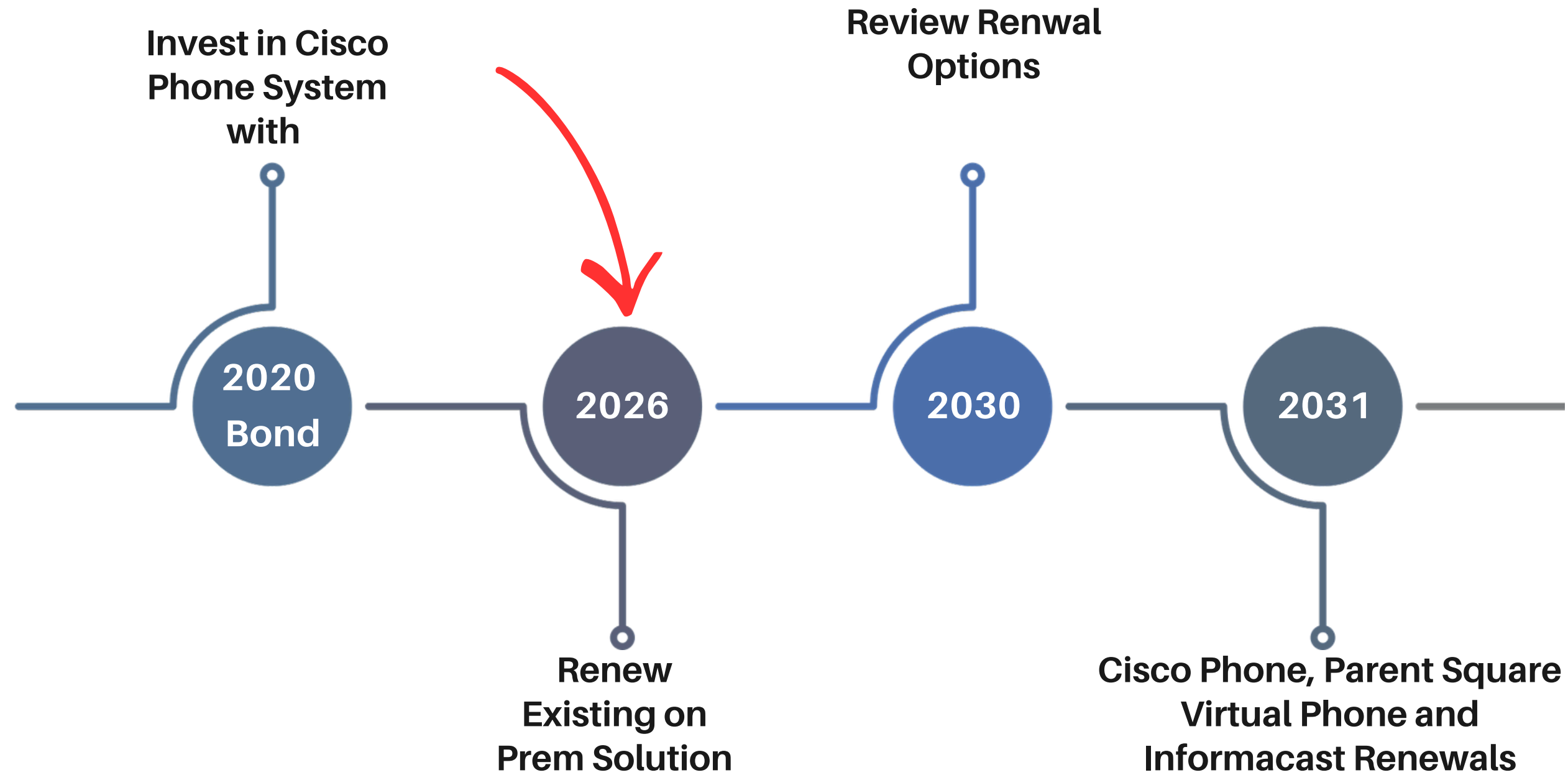
Parent Square Calling

Modernizing engagement with a secure, mobile-first communication tool that prioritizes teacher privacy and professional accountability.

- **Teacher Privacy:** Provides a dedicated school number to protect personal cell phone data.
- **Device Flexibility:** Works seamlessly on any smartphone or computer.
- **Accountability:** Automatic call logging and notes directly in ParentSquare.



Future Phone System Plans



Questions?

8.C. Discuss and consider 2025-2026 Budget Amendment: General Fund

8.D. Discuss and consider a proposed contract with E3 Entegral Solutions, Inc to provide engineering services for the chiller replacements at Bonham, Crockett, Houston, Johnson, and Navarro, to be funded using 2020 Bond funds

8.E. Discuss and consider approval of purchase over \$50,000 for the replacement of chilled water, hot water piping, and victaulic couplings at Long Intermediate and Rayburn Intermediate Schools, to be funded using 2020 Bond funds

9. Closed Session

9.A. Discuss issues related to the purchase, exchange, lease, or value of real property - Texas Government Code Section 551.072

9.B. Discussion regarding intruder detection audit and corrective action plan - Tex. Gov't Code Sec. 551.076

9.C. Discuss issues pertaining to appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Texas Government Code 551.074

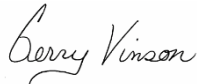
9.D. Discussion related to a public school student, wherein personally identifiable information will necessarily be revealed - Texas Government Code 551.0821

10. Reconvene in Open Session

11. Consideration and possible action on bids for the sale of real property – 2009 SH 21 East

12. Adjourn

Posted: Tuesday, May 26, 2026, @ 5:35 PM



For the Board of Trustees