



CONTRACTUAL PARTNERSHIP AGREEMENT Levelland ISD

APPROVALS

IN WITNESS WHEREOF, The Grantee Agency and the Partner Agency have executed this MOU as of March 01, 2026.

Partner Agency:
Levelland ISD
704 11th Street
Levelland, TX 79336

Recipient Agency:
South Plains Community Action Association, Inc.
P O Box 610
411 Austin
Levelland, Texas 79336

Dr. Donald Heseman
Superintendent

Date

W. D. Powell, Jr.
Executive Director

Date

3/2/26

Olivia Barbosa
Head Start Division Director
(806) 894-2207

Date

3/1/26

Pre-K Head Start Contractual Partnership Agreement with Brownfield ISD and South Plains Community Action Association, Inc./Head Start Division

Purpose:

This contractual partnership establishes an agreement between South Plains Community Action Association, Inc. (SPCAA) and Brownfield ISD to provide Head Start services to age and income eligible Pre-K children per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). This agreement provides funding for the period of March 01, 2026, through February 28, 2027, under DHHS Grant No. 06CH012152, Assistance Listing Number 93.600.

SPCAA is a 501 (c) 3, not-for-profit Corporation. Brownfield ISD is a public education institution in the State of Texas. As such SPCAA and Levelland ISD each have Board of Directors established per applicable statutes and local ordinances and operate within the scope of their defined duties. Each Board has received information about the nature and scope of the contractual partnership, approved the contractual partnership and granted signatory authority to the individual designated as authorized to obligate their respective organizations. Signature authorities are listed at the end of this agreement. Additionally, each designee has a responsibility to keep their respective Board of Directors informed of the various aspects and elements of this contractual partnership agreement.

Levelland ISD is henceforth referred to as the Contractual Partner Agency or Partner Agency for the SPCAA Head Start Grant funds.

Funding:

Fund availability is based on Notice of Award for the grant period 2026-2027 from the Office of Head Start. Levelland ISD is anticipated to receive up to \$330,000.00 for the period of March 01, 2026, to February 28, 2027.

Funding is based on operations of center-based services or during a national pandemic or public emergency districts may elect to provide virtual services for the approved enrollment of 79 children in 2026-2027. Enrollment and funding changes may occur for several reasons including but not limited to changes in available funding from DHHS, not maintaining full enrollment except during a national pandemic/public emergency, natural disaster or when OHS pauses the full enrollment initiative, or non-compliance with applicable regulations. This funding level is further contingent upon Congressional appropriations to the Office of Head Start and subsequent award to SPCAA.

Hours of operation will be no less than 1020 hours during the months of September to May, and the daily schedule will be from 8:00 a.m. to 3:35 p.m.

The name and address of the facility to be used by the Contractual Partner Agency is:

School Campus Name: Levelland Elementary School

School Address: 1400 Hickory Street, Levelland TX 79336

Scope:

All activities by this agreement will be performed in accordance with the terms of the federal Head Start Grant, including, but not limited to the approved work program, operational plans, the approved budget plan, and the terms of this contractual partnership.

The use of Head Start funds provided under this contractual partnership will be restricted to the provision of services under Grant #06CH012152. The Contractual Partner Agency is prohibited from:

- a.) Using or transferring funds provided under this agreement for purposes other than for authorized Head Start activities.
- b.) Using any property acquired with funds provided under this agreement as collateral for loans.
- c.) Using any funds provided under this agreement for payment of principal or interest on any loans.

Contractual Partner Agency Responsibilities:

The Contractual Partner agency will provide appropriate educational and supportive services to ensure children and families are school ready. The Contractual Partner Agency shall comply with and provide in a suitable manner as outlined in the Head Start Performance Standards, the Head Start Act, guidance from the Office of Head Start (OHS), Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Grants, OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

The Contractual Partner Agency will comply with local program policies.

The following are frequent areas of concern:

1. Eligibility, Recruitment, Selection, Attendance and Enrollment (ERSEA)

The Contractual Partner Agency staff will work with the SPCAA Family Support Worker and other SPCAA program staff on the following items:

- The Contractual Partner Agency staff will encourage all parents of Pre-K children to complete Head Start recruitment documents when parents complete Pre-Kindergarten documents for the ISD.
- The Contractual Partner Agency will develop and apply an internal system to increase program participation of Head Start eligible children. The Contractual Partner Agency will also follow SPCAA's recruitment and selection criteria and collaborate with SPCAA personnel to enroll children with the greatest need. (i.e., utilizing the Head Start enrollment point system)
- At recruitment and enrollment, the Contractual Partner Agency staff may need to assist in obtaining income information and other documents to determine eligibility of Head Start children and may be directed by SPCAA staff to review additional data to assist in the selection process to decide which children have the greatest need.
- Upon achieving full enrollment, the Contractual Partner Agency will support in maintaining full enrollment and assist in keeping an active eligible waitlist. During times of a national pandemic or public health emergency, the Office of Head Start may elect to pause the full enrollment initiative. If this occurs, SPCAA will communicate these updates to the Contractual Partner Agency. While SPCAA and the Contractual Partner Agency will strive to maintain full enrollment, there are no penalties associated with not achieving and maintain full enrollment.
- The Contractual Partner Agency staff will work with the SPCAA program management team to develop and implement procedures that result in sharing attendance records daily, information should be given within (1) one hour of the start of the school day to help identify the children that need assistance. The Contractual Partner Agency staff must validate enrollment with SPCAA staff on a regular basis. If attendance drops, the Contractual Partner Agency staff will work with the SPCAA staff to address issues when attendance is at or below 85% of full enrollment.
- For classes serving predominately 4-year-old children, who turn 5 during the year, the average class size of that group must be between 17 and 20 children with no more than 20 children in any one class; For classes serving predominately 3-year-old children, who turn 4 during the year, the average class size of that group must be between 15 and 17 children with no more than 17 children enrolled in any one class.
- Over-income enrollment cannot exceed 10% of the total funded enrollment for the Contractual Partner Agency.
- The Contractual Partner Agency staff will encourage enrollment of children with disabilities who have IEPs or IFSPs.
- The Contractual Partner Agency employees will communicate with an SPCAA FSW or an SPCAA Manager about any withdrawals that would affect the Head Start classrooms within 2 (two) days of the child's withdrawal.

2. Education

- Keeping children safe is a top priority for all Head Start programs. The Head Start Program Performance Standards require that programs “ensure no child is left alone or unsupervised while under their care”. As a Partner Agency, you must guarantee all Head Start educators are responsible to ensure that no child is left unsupervised. Active supervision is the most effective strategy for creating a safe environment and preventing injuries in young children.
- The Contractual Partner Agency will provide a qualified, lead teacher and assistant teacher for each class/group of children during all activities, and when possible, have a third person, such as a volunteer to ensure that the children are always supervised, and child/staff ratios remain in compliance.
- The Contractual Partner Agency will maintain ongoing communication for continuity to developmentally appropriate curriculum objectives that align with the Head Start Learning Outcomes Framework and Texas Pre-K guidelines, and for shared expectations for children’s learning and development as the children transition to school (including cognitive, social, emotional, and physical competencies for school readiness).
- The Contractual Partner Agency staff will communicate with SPCAA staff to connect the services provided in Head Start with educational services, including services related to language, literacy, and numeracy so that children are school ready.
- The Contractual Partner Agency will provide paid release time for Head Start staff to attend staff development including training in CLASS, Active Supervision, and transition-related training. The Contractual Partner Agency will also provide training to parents and staff on prevention, identification and reporting child abuse and neglect.
- The Contractual Partner Agency will have teaching staff complete at least 2 (two) home visits for each family and schedule the first home visit before the child’s first day of attendance. During a national pandemic or public health emergency, consideration will be provided for these services to be given virtually.
- The Contractual Partner Agency will permit teaching staff to complete at least 2 (two) parent conferences with each family and schedule future conferences during the year when needed. During a national pandemic or public health emergency, consideration will be provided for these services to be given virtually.
- The Contractual Partner Agency, if applicable, will help complete child screenings with SPCAA staff.
- Contractual Partner Agency teachers will need to complete child assessments. Such assessments must result in usable information for teachers, home visitors,

and parents. The assessments must be conducted with sufficient frequency to allow for the child to have individualized evaluations throughout the program year.

- Contractual Partner Agency teachers must give comments and suggestions by Anecdotal Observations three (3) times a year for each child.
- Contractual Partner Agency teachers will submit or have available daily Lesson Plans when the Education Manager, Education Assistant or other managers/assistants need to review documentation of activities (Daily lesson plans include individualization, mental health, nutrition, health, and safety activities).
- The Contractual Partner Agency must complete Bus/Pedestrian Safety Training within 90 days of enrollment for staff, children, and parents. Additionally, the staff and children must complete an additional 2 (two) training sessions for Bus/Pedestrian Safety – one in the Fall and one in the Spring.
- The Contractual Partner Agency staff must inform parents about the services available through the Head Start program and any additional instructions on how to receive those services.
- The Contractual Partner Agency staff must ensure that no child is required to bring school related materials/supplies as a condition of enrollment.

3. Family and Community Engagement

- There must be ongoing channels of communication between SPCAA Head Start staff and Contractual Partner Agency counterparts (including teachers, social workers, local educational agency liaisons designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11432(g)(1)(J)(ii)), and health staff) to facilitate coordination of program.
- Partner staff must help parents (including grandparents and kinship caregivers, as appropriate) to understand the importance of family engagement for a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from Head Start to the next level in school.
- The Contractual Partner Agency must work with SPCAA personnel to develop and implement a family outreach and engagement effort under Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.), and family outreach and support effort under subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.), and always take into consideration the language preferences of families and children.

- When needed the Contractual Partner Agency will collaborate with SPCAA personnel to plan and implement parent meetings (in-person or virtually) and encourage other forms of family engagement.
- Partner staff need to encourage parents to attend parent meetings and ensure active participation in shared governance and the Policy Council.
- Partners will encourage and help provide opportunities for parents to volunteer in the classrooms or other areas at the school/facility; or create opportunities for parents to volunteer outside the classroom when it is safe to do so.
- The Contractual Partner Agency will help establish local procedures for recruiting, training, and using volunteers consistent with applicable local, state, and federal guidelines and provide this information to parents.
- Partner staff may need to encourage parents to attend monthly Parent Committee meetings (in-person or virtual) and partners may need to assist with the election processes for a parent representative to the Policy Council.
- The Contractual Partner Agency may need to collaborate with local service agencies to ensure appropriate referrals and access to services for children and families are available and attainable.
- The Contractual Partner Agency will help to encourage families to participate in a family goal setting process (known as the Family Partnership Agreement) and work with families and other service providers, including SPCAA Family Support Workers to help families achieve their goals.
- The partner may need to provide qualified translators to help parents with limited English proficiency, to understand the instructions given to them, and to understand the services provided by the program, school, and community. If needed the partner may provide the information to parents about section 3302 of the Elementary and Secondary Education Act of 1965; (20 U.S.C. 7012).
- A handbook will be provided to parents covering child/student policies consistent with positive child development measures such as staff must not:
 - (A) Use corporal punishment
 - (B) Use isolation to discipline a child
 - (C) Bind or tie a child to restrict movement or tape a child's mouth
 - (D) Use or withhold food as a punishment or reward
 - (E) Use toilet learning/training methods that punish, demean, or humiliate a child
 - (F) Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child
 - (G) Physically abuse a child

(H) Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or,

(I) Use physical activity or outdoor times as a punishment or reward

- Work with SPCAA staff to develop or maintain a systematic method, with parental consent, to transfer the child's Head Start program records to the school or next grade level to help support the child and the parents in the transition process.

4. Health and Nutrition

The Contractual Partner Agency personnel will work with the SPCAA Family Support Worker and other program staff on the following items:

- Work with the SPCAA Health staff to meet Head Start health requirements
- Ensure each child has a complete physical and dental exam or has been scheduled to attend a clinic upon enrollment.
- Ensure immunizations are updated on an age-appropriate schedule.
- Develop and implement a follow-up plan for any condition identified for treatment based on physical exams, dental exams, or qualified personnel evaluations.
- Ensure the identified treatment plan is started as soon as possible and, if needed, help with getting follow-up treatment for the child.
- Make certain each child has a vision screening, which includes strabismus testing, as well as a hearing test completed within **45 calendar days** of enrollment. Rescreening should be 2-3 weeks for vision and 3-4 weeks for hearing.
- Implement daily toothbrushing; may be waived during a national pandemic or public health emergency.
- Ensure proper hygiene during daily toothbrushing including appropriate space and proper cleaning methods. Each child's toothbrush must be labeled with their first and last name and stored in a sanitary manner that prevents cross contamination. Classroom staff must be role models for proper dental hygiene practices. Toothbrushing supplies are provided by SPCAA, and toothbrushes are replaced every 3 months or following a child's absence due to illness.
- Provide nutritious breakfast, lunch, and snack daily. Communicate with parents to encourage children to choose healthier foods and make efforts to include parents in menu suggestions. Food items that are part of classroom activities must promote healthy eating choices and habits.
- Medically based diets or other dietary requirements are accommodated with written directions from the health care provider.

- Staff, children, and/or volunteers eat together in a family style type setting and share the same menu except when alterations are made for food allergies. Staff and volunteers will engage the children in conversation during the meal. Food service at meals or snacks may include children helping with as many of the following as possible: preparing the food, setting the table, self-serving, or clean-up. During times of a national pandemic or public health emergency the family style type arrangement with preparation and clean up may be modified for safe practices.
- Family Style food services will be provided consistent with the SPCAA HS procedures. SPCAA will contribute up to \$3.00 daily for 2 (two) adult meals per classroom to support family style meal service. Procedures include the adults sharing the same menu for at least one meal daily with the children, where the environment and experiences are relaxed, social and educational.
- Menu planning for meals and snacks will be consistent with Head Start Performance Standards; following nutrition guidelines set in 7CFR 210 (National School Lunch Program), 220 (School Breakfast Program) or 226 (Child & Adult Care Food Program) and include foods low in fat, sugar and salt.
- Food service monitoring will be facilitated; included but not limited to the Contractual Partner Agency providing the TDA Administrative Review (AR) or equivalent nutrient analysis/report to the HS Dietitian upon 10 days of receipt from the Educational Service Center, the Texas Department of Agriculture or Child and Adult Care Food Program.
- Classroom staff will receive training on incorporating food experiences in the daily educational lesson plans and family style food service on an annual basis, or more frequently as requested.
- Ensure children are using child size seating throughout the day.
- Provide a healthy breakfast to children who have not received a morning meal upon arrival to start the school day.

5. Mental Health and Services to Children with Disabilities

- Allow and encourage teachers to attend Mental Health workshops or individualized training as needed to meet the needs of children in their classrooms.
- Partners must work with SPCAA staff to help provide on-going mental health services for parents and children as needed.
- The Partner may need to help identify, recruit, and enroll children to obtain a minimum of 10% enrollment opportunity per location with children who have an IEP or IFSP diagnosed disability.
- Partner facilities are evaluated and must be compliant with the American with Disabilities Act. SPCAA monitors facilities on an annual basis to be in compliance with ADA. After the annual monitoring, SPCAA will post the list of items of concern at the facility in order for the partner staff to take appropriate action in

resolving the issues identified and to guide the partner staff to maintain a facility that is at a level of compliance with the ADA.

- Include Head Start Mental Health and Disability Manager or Support Staff to ARD meetings for Head Start and potential Head Start children with speculated or diagnosed disabilities.
- Be proactive in developing an IEP within 30 days of the diagnosis of a child with special needs.
- Work with SPCAA staff to conduct ongoing outreach to parents and other elementary school teachers (such as kindergarten parents and teachers). Help SPCAA staff to continue throughout the year with evaluating children for Head Start eligibility as well as promoting the benefits from the Head Start program. Promote enrollment in a Pre-K school readiness program for early educational experiences and developmental advancement for children to be school ready. Help in identifying and offering individual child needs at an early age, including children with special needs.

6. Fiscal

Conduct fiscal aspects of the program compliant with the requirements set in and detailed in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Grants, OMB circulars and as applicable the Texas Education Agency (TEA) and United States Department of Agriculture (USDA), including:

- Maintain an effective accounting system and efficient policies to provide control over federal funds.
- Ensure qualified finance personnel.
- Determine allowability, allocability and reasonableness of costs.
- Follow an allocation plan measures the relative degree of benefits to all benefiting functions.
- Ensure claimed cost sharing and matching contributions are verifiable.
- Follow a written code or standards of conduct for employees, consultants, and Board members.
- Maintain written procurement procedures and processes.
- Retain a signed copy of this contractual partnership agreement with all addendums.
- Maintain insurance coverage for transportation, general liability, and property as required for Contractual Partner Agency by state or federal laws.
- Keep property records and perform inventory on all equipment purchased with federal funds.
- Guarantee compliance with Davis-Bacon wage requirements when applicable.
- Document personnel costs, not to exceed the compensation of Executive Level 2 for any one individual paid by the Head Start program funds, time records for personnel, wage comparability data, allocation and use of COLA funds.

- Complete and submit, as applicable, reports to SPCAA, Board, IRS, Federal Audit Clearinghouse, and USDA.

7. Program Design and Management

Human Resources

Contractual Partner Agency personnel will work with the SPCAA Human Resources personnel and other designated administrators to ensure the following is completed.

Before a person is hired, directly or through contract, including transportation staff and contractors, the Contractual Partner Agency must conduct an interview, verify references, conduct a sex offender registry check and obtain one of the following:

- (i) State or tribal criminal history records, including fingerprint checks; or
- (ii) Federal Bureau of Investigation criminal history records, including fingerprint checks.

A Contractual Partner Agency has 90 days after an employee is hired to complete the background check process by obtaining:

- (i) Whichever check listed in paragraph above of this section was not obtained prior to the date of hire; and
- (ii) If available and the need is addressed to check with the child abuse and neglect state registry list.

The Contractual Partner Agency has provided each employee information required for health exams (including screening for tuberculosis) and periodic examinations and immunizations (as recommended by Health care provider or mandated by State or local laws) The Contractual Partner Agency personnel/HR departments will work with SPCAA to ensure compliance.

Program Operations

- As applicable for Contractual Partner Agency designation, maintain a governing Board with legal and fiduciary responsibilities and provide information to the Board on a regular basis.
- Provide program services using federal and locally identified non-federal resources.
- Ensure parents are not charged fees.
- Follow the "Solicitation and Donations by Partner Sites" procedure.
- Participate in developing operational and management plans; including annual updates and/or development of new items; (Community Assessments, Strategic Planning, School Readiness Plan, policies, procedures, Annual report to the public, etc.)

- Provide office space for Family Support Worker and work with SPCAA to provide telephone, fax, copier and internet services to the extent possible within the available resources of your Contractual Partner Agency.
- Work with the SPCAA Information Technology Assistant on key Head Start software programs such as Child Plus, etc.
- Communicate with the Head Start Director, Regional Administrator and/or Regional Manager and other designated SPCAA personnel on an on-going basis to address problems, issues and concerns and facilitate high quality outcomes for children and families and serve as the basis for the child's future success in school.
- Coordinate with SPCAA to promote continuity of services and effective transitions, including providing assistance to families and other Contractual Partner Agency administrators and teachers to enhance educational and developmental continuity and ongoing parental involvement in activities between Head Start services and elementary school classes.
- Help with CLASS assessments, on-going monitoring, fall and spring monitoring, and other assessment processes, as well as routine monitoring activities and federal reviews.
- Participate in the development of improvement and training and technical assistance plans to address and correct non-compliant areas with requirements and to address individual staff development needs.
- Ensure both indoor and outdoor premises meet or exceed health and safety requirements.
- Maintain the layout and maintenance of indoor and outdoor areas to minimize the potential for injury to children, staff and volunteers.
- Keep all facilities, materials, and equipment in good repair for the safety of the children and others.

8. Non-Federal Match

The Contractual Partner Agency will contribute at least 25% from a non-federal resource towards the Head Start program. (Equivalent to 20% of overall program costs.) Such contributions can be in cash dollars or as materials, supplies, space, personnel, etc. The amount of non-federal resource funds or contributions specified is based upon the total allocations of funds provided by the agreement under the terms of the Grant. Any change in federal funds provided to the Contractual Partner Agency will alter (increase or decrease proportionally) the amount of non-federal resource funds or contributions required to be paid by the Contractual Partner Agency.

The Contractual Partner Agency will make available all records related to other funding sources when the services of those funding sources shared space, staff, administration, etc. This is to ensure that there is equitable cost sharing in the delivery to the total program.

The non-federal match report is due monthly by the 30th of the following month and should be sent with the monthly federal billing reimbursement request.

9. Reports and Records

Attachment A of this document is the list of reports required from Partner agencies. The Contractual Partner Agency will prepare and submit reports to the Recipient Agency if required by the terms of the Grant or by the Recipient including but not limited to financial reports, inventory reports which describe the equipment and other items acquired with funds under this agreement and/or their disposition, as well as all other reports that describe the services for each individual Head Start content service areas.

The Contractual Partner Agency further agrees to allow for an inspection of all records and reports as required by the terms of the grant from the Office of Head Start and to permit inspection of such reports and records by the Recipient Agency or by persons designated by the Recipient Agency, including federal officials or those designated by OHS to complete reviews.

- Training and Technical Assistance Partner Responsibilities

The Contractual Partner Agency will be responsible for ensuring that their employed Head Start staff and parents meet the following requirements on an annual basis:

- A. Provide a calendar with dates available for training; inclusive of no less than 15 hours in a calendar year for group training specific to Head Start. Provide additional individual staff training scheduled intermittently with the partner administrator as identified via on-going monitoring, CLASS and other assessments.
 - B. Ensure that every staff person and parent undergo training for at least one (1) child abuse and neglect session on a yearly basis and CPR/First Aid as prescribed by law.
 - C. Help develop and follow a training plan that includes areas identified as needing improvement per on-going SPCAA monitoring, CLASS assessments, health and safety plans and subsequent Program Improvement Plan, and the annual Program Information Report.
- Local Self-Assessment and Program Information Reports – The Contractual Partner Agency will help assist, when needed, in the coordination and completion of the annual local self-assessment.

- Program Information Report (PIR) – The Contractual Partner Agency will help with the annual submission of the (PIR) when needed.
- Program Improvement Plan – Following any evaluation activity such as on-going monitoring, Health and Safety review, CLASS Assessments or the local self-assessment, the Contractual Partner Agency will prepare and submit a program improvement plan to SPCAA that identifies strategies, activities and timelines showing how the deficiencies will be corrected. As the Contractual Partner Agency works on the improvement plan list and the deficiencies are corrected, the Contractual Partner Agency will submit to SPCAA the documentation verifying that the deficiencies have been resolved.
- School Readiness and Family Engagement Plan – The Contractual Partner Agency will follow the Head Start School Readiness Act of 2007 and adhere to current initiatives from the Office of Head Start. As applicable, the Contractual Partner Agency will provide personnel or assist in encouraging local parents to be involved in the School Readiness and Family Engagement Plan and leadership meetings.

10. Schedule of Payments

The Contractual Partner Agency can expect to receive reimbursement for approved cost categories on a monthly basis. Subject to receipt of a billing statement from the Contractual Partner Agency and availability of funds from HHS, the Recipient Agency agrees to reimburse the Contractual Partner Agency for authorized expenditures up to the approved level of funding.

- Reimbursement – The Contractual Partner Agency will report monthly all expenditures in compliance with the Recipient Agency’s accounting procedure by the 30th of the following month for the prior month. Within ten (10) business days after the receipt of such report, the Recipient Agency will approve or disapprove the reports. If disapproved, the reports will be returned to the Contractual Partner Agency with an explanation of the reasons for disapproval. The monthly reimbursement will be delayed until the Contractual Partner Agency satisfactorily complies with the Recipient Agency’s concerns. If the reports are approved, the Recipient Agency will make payment equal to the amount expended by the Contractual Partner Agency. In no case will the sum of the payments made to the Contractual Partner Agency exceed the total amount of the Recipient Agency’s agreement with the Contractual Partner Agency.
- Child Insurance- SPCAA carries an accident policy for all children enrolled in the program. The policy covers children while on program sponsored activities. Claims are processed via the SPCAA Head Start Health Services Manager.

11. Cancellation or Termination

This contractual partnership may be cancelled or terminated at any time upon the occurrence of any or all the following:

- By mutual agreement of the two parties
- In the event of fraud or misrepresentation by one of the parties
- By Recipient for cause, the reasons will include, but not be limited to:
 - A. Failure for any reason of the Contractual Partner Agency to fulfill in a timely manner its obligation under this agreement, including, but not limited to; implementation of corrective actions at the Recipient Agency's direction and compliance with the terms of the Grant, Program Performance Standards, the Head Start Act of 2007, other regulations and HHS directives as may become applicable to the Grant or the Recipient Agency at any time.
 - B. Submission by the Contractual Partner Agency to DHHS or the Recipient Agency of reports that are incorrect or incomplete in any material aspect.
 - C. Excessive and repeated failure to submit financial and progress reports.
 - D. Failure to submit annual audit report in a timely manner.
 - E. Ineffective or improper use of funds provided under this agreement includes, but is not limited to, use for other than Head Start activities.
 - F. Failure to maintain funded enrollment.
 - G. Suspension, reduction, or termination by the Department of Health and Human Services of the grant or a portion thereof pertaining to the Recipient or Contractual Partner Agency. The Recipient Agency will promptly notify the Contractual Partner Agency in writing of such termination and reasons thereof, together with the effective date of termination. The Recipient Agency may assign or transfer its rights and responsibilities under this Agreement when necessary to comply with any statute, regulation, HHS directive or other requirement that may be legally imposed on the Recipient Agency.
- 30-Day Written Notice
The Contractual Partner Agency may cancel or terminate this agreement by giving a 30-day written notice to the Recipient Agency signifying the effective date of such termination, or the Recipient Agency may exercise its right to cancel or terminate by giving the Contractual Partner Agency a 30-day written notice of its intent to cancel or terminate the agreement.

Breach of Agreement

The failure of either party to perform any of their obligations under this agreement will constitute a breach of this agreement. Any Breach of Agreement by either partner, without legal excuse, will relieve the other party of its obligation and give rise to terminate this agreement. Termination Liabilities

In the event that termination of this agreement should occur because of a breach of agreement by either party, both parties agree that they will be entitled to reasonable remedies allowable under the federal or state statutes.

Further, should this agreement be terminated, within the scope of available resources, the Recipient and Contractual Partner Agency agree to work cooperatively to ensure minimal disruption to children and families.

12. Arrangements and Disposition of Property

In the event of any termination, the Recipient Agency will require the Contractual Partner Agency to ensure that adequate arrangements are made for the transfer of the Contractual Partner Agency 's activities, equipment, and materials to the Recipient Agency, or another Contractual Partner Agency chosen by the Recipient Agency.

13. Equipment and Materials

All equipment documents, data, studies, records, and reports purchased prepared or otherwise received by the Contractual Partner Agency under the Agreement will be maintained in a responsible and accountable manner unless specified in the terms of this agreement. The Contractual Partner Agency must maintain an inventory of all equipment and materials purchased under this agreement. The Contractual Partner Agency in addition may be required to provide and verify the inventory list during completion of the annual fiscal audit or other federal reviews.

In the event of termination, the Partner Agency agrees to prepare and submit to the Recipient Agency an up-to-date inventory of all equipment and materials purchased with funds under this agreement as soon as possible and no later than within 30 days of termination.

14. Monies

The Partner Agency may be entitled to compensation for any reimbursement expenses reasonably and necessary to carry out the term of this agreement within the approved funding level specified on page (1) one of this document. In the event of change or termination of this agreement, a portion or all monies unexpended, if any, will be released to the Recipient Agency.

15. Disputes, Protests or Appeals:

A decision to terminate this agreement cannot be appealed.

16. Additional Funding Possibilities

Periodically other types of funds may become available, including, but not limited to: cost of living adjustment funds (COLA), specified one-time funding, program improvement funding or discretionary funding. Pass through from the Recipient to the Partner Agency is not automatic.

Should any of the above-mentioned types of funding become available, the Recipient Agency will give proper notice to the Partner Agency including instructions for the use of the additional funding.

After the notice of funds has been sent to the Partner Agency, the Partner Agency will have to approve the acceptance of the additional funds in a format specified by the Recipient Agency.

After review and assessment of additional funds by SPCAA and the Policy Council (as appropriate) and review and evaluation of all Partner Agencies needs and requests, the Recipient Agency will decide how to distribute any additional available funds to the Partner Agencies.

17. Changes

South Plains CAA will follow the guidance of the Department of Health and Human Services/Office of Head Start on any programmatic or budget changes as required by the terms of the grant to South Plains CAA as the Recipient agency. The Recipient Agency may request changes in the scope of the Partner Agency services and/or the terms of this agreement.

If conditions result in the alteration of services as stated in this agreement, and the Partner Agency is unable to provide services as agreed upon, the Partner Agency agrees to negotiate in good faith with SPCAA to reach an appropriate and mutually satisfactory modification of this agreement. Any changes in the scope of services by the Partner Agency or other modifications to this agreement, including any increases or decreases in funding to the Partner Agency, must be incorporated with an approved amendment between both SPCAA and the Partner Agency.

18. Monitor and Evaluation

SPCAA as the Recipient Agency will monitor, evaluate, and provide guidance and direction to the Partner Agency in the oversight of activities performed under this agreement. The Recipient Agency will provide guidance, direction, and assistance to the Partner Agency in following the terms of the Grant. The Partner Agency accepts

responsibility for failure to comply with the terms of the Grant and the terms of this contractual partnership. The Partner Agency agrees, the Recipient Agency will conduct monitoring and evaluate activities (announced and unannounced) to include at a minimum 1 (one) program evaluation and 1 (one) financial audit of the expenditures under the contractual Partnership Agreement during the period of service. The Partner Agency will effectively ensure the cooperation of its employees and others that are affiliated with the Partner Agency to allow and engaged in the monitoring events and evaluations.

The Partner Agency agrees the Grantee Agency may utilize outside evaluation and monitoring review tools and personnel, including, but not limited to the Office of Head Start federal review protocol, the CLASS assessment and the technical assistance provided by training and technical assistance (T&TA) designated federal contractors.

The Partner Agency further agrees to implement such specific procedures, program changes or modifications as directed from the Department of Health and Human Services (HHS) employees and other contractors. The Partner Agency will further modify the program requirements as directed by HHS including any ongoing modifications of program requirements as revised by HHS. The Partner Agency will further implement corrective actions prescribed by the Recipient Agency and/or its representatives, as a result of findings from either program monitoring or a financial audit review.

19. Partner ISD will provide:

- Qualified Special Education teacher(s)
- Support personnel as stated in the Individualized Education Plan (IEP)
- School Principal
- School Superintendent
- Cafeteria Personnel
- Custodial Personnel
- Other necessary full or part-time staff such as business office personnel, office secretary, librarian, migrant staff, and counselors
- Safe and appropriate in-door and out-door learning environments and space for meal preparation/service, restrooms, library, parent meetings and other approved activities in a manner that meets standards set by the State and Head Start
- All other support services offered to Pre-K or elementary age students. The processes and funds to support the necessary criminal background checks of volunteers and contractors to comply with local, state school requirements and federal laws.
- Develop and train appropriate personnel, volunteers, and parents on an emergency response plan.

- When necessary, engage personnel to participate in partner meetings (bi-annual if needed).

SPCAA, Recipient Agency Responsibilities:

South Plains Community Action Agency will be responsible for completing all the requirements set by the Department of Health and Human Services and the Office of Head Start for operation as a recipient to receive federal funds to provide Head Start services.

This includes development and implementation of policies and procedures compliant with the federal requirements and maintenance of a management system that includes:

- A. Shared Governance – SPCAA Board of Directors recognize and implement shared governance with the SPCAA Head Start Policy Council in matters related to personnel, finance and program planning, operations, and monitoring. The SPCAA Board of Directors includes an attorney and professionals with experience in early childhood education and fiscal operations.
- B. Program Planning – community assessment, strategic use of information school readiness and family engagement, ensures compliances and engages key stakeholders.
- C. Ongoing Monitoring – management, operations and delivery of services.
- D. Human Resources – implement Human Resource procedures to promote safe and healthy environments for staff, children and families.
- E. Communication – timely and accurate communication between the program and all stakeholders (parents, policy groups, staff and community.)
- F. Record Keeping and Reporting – to promote quality services and ensure confidentiality of children, families and staff, including the annual Program Information Report and the annual report to the public.
- G. ERSEA – Eligibility, Recruitment, Selection, Enrollment and Attendance – to ensure most eligible children and families are recruited and participate in the program.
- H. Self-Assessment – to identify needs and resources within the service area to serve low-income, homeless, foster families and children (including children with disabilities).

- I. Ensure the facilities, equipment and supplies- provide an appropriate, safe and stimulating learning environment.
- J. Financial Management – to provide resources for comprehensive services.

1. Notice of Deficiency

During any time, as a result of reviewing monthly reports, performance evaluations, other reports or during a routine monitoring, the Recipient Agency determines the Partner Agency is not in compliance with the performance standards or with any terms or conditions of the Agreement, the Recipient Agency will notify the Partner Agency promptly of the deficiency and give a reasonable time frame in which the deficiency must be corrected.

The Partner Agency agrees to submit a response within 30 days from receipt of the deficiency notice. The Partner Agency's response must include a detailed explanation of the Partner Agency's efforts to correct the deficiency. If the Partner Agency determines that it is unable to comply with the Head Start Performance Standards or with the terms and conditions of this agreement within the specified time given, the Partner Agency will include within the required response a specific description of the uncorrectable deficiency and the reasons thereof. If insufficient funding is included as a principal reason for inability to comply with the performance standards, the response will specify the exact amount and give an in-depth description for the funding shortage or expense increase and any efforts made to obtain funding from other sources (if applicable). The non-compliance of services by the Partner Agency because of insufficient funding does not guarantee an automatic increase in funding by the Recipient Agency nor will it serve to alleviate the Partner Agency from complying with the duties under this agreement. The Recipient Agency may, if it is deemed justifiable, extend the time for compliance of the deficiency from the performance standards. The time for an extension will not exceed 30 days.

2. Training and Technical Assistance

The Recipient Agency will provide training and technical assistance (T&TA) to the Partner Agency based upon monitoring reports, evaluation reports, assessments and staff meeting qualifications as set in the Head Start Act of 2007 and the Head Start Performance Standards of 2016. The Recipient Agency will also respond to requests for T&TA from the Partner Agency.

- Types of Training and Technical Assistance -T&TA will be provided in the form of presentations with training materials and practices through in-service workshops and any other process that will provide the Partner Agency with information to be successful in performing the operation of Head Start services.

- Support Team - The Recipient Agency will provide a training and technical assistance support team that serves to assist the Partner Agency to identify and address individual needs. This Support Team will include the SPCAA Head Start Director, Regional Administrator and Regional Manager as well as content service managers in the areas of Health, Nutrition, Disabilities/Mental Health, Family and Community Partnerships, Transportation, Education, Fiscal, and Human Resources.
- SPCAA Evaluations - The Recipient Agency will be responsible for conducting on-going monitoring, CLASS assessments, and annual assessments of the Partner Agency's program as deemed necessary in cooperation with the Partner Agency.

3. Audit

Non-federal entities, such as the Partner Agency, who expend more than \$750,000 of federal funds in a year, shall have a single or program specific audit in accordance with OMB Uniform Guidance Part 200. The Partner Agency annual audit should be sent to the Grantee Agency per Part 200.331.

4. In addition, SPCAA will provide

- SPCAA management personnel, including Executive Director, Finance Officer and Program Director.
- Support personnel, including Regional Administrator, Regional Manager, Head of Integrated Services, Head of Professional Development, Finance Manager, Head of Quality Assurance, and managers for Health Services, Mental Health and Services to Children with Disabilities, Family and Community Partnerships, Education, and Facilities/Maintenance. SPCAA will also provide at least one Family Support Worker, monitors, and other personnel necessary to complete the required services.
- SPCAA provides CLI assessment feasibility for teachers and administrators to view and assess reports on-line. Additionally, SPCAA will provide documents and forms per DHHS/Office of Head Start.
- Child data management system (aka, ChildPlus) and feasibility for teachers and administrators to view and assess reports on-line are provided by SPCAA.
- SPCAA provides funding to support services for all eligible Head Start children.
- SPCAA gives administrative training for all necessary reports and requirements.
- Child insurance for accidents and injuries during program sponsored activities are covered under the SPCAA insurance policy.

Partner Agency and SPCAA Shared Responsibilities:

- Ensure each classroom has 1 (one) highly qualified Teacher and 1 (one) highly qualified Teacher Assistant who meet the requirements of the Head Start Act of 2007 and the Head Start Performance Standards 2016

- Both Agencies must follow all policies in handbooks and content service plans.
- Make sure that school policies as approved by the Partner Agency Board or otherwise required to meet local, state and national statutes.
- Guarantee training is given for staff development, including pre-service and in-service training.
- Both Agencies must work together to assure family access to Family Support Services personnel.
- Both the Partner and the Recipient Agency share the responsibility to connect families to health services, track progress and assure timely delivery of services. The responsibility for initiating and ensuring support services are being delivered to families may be identified and evaluated throughout the year.
- The agencies will provide resources to assure a research based, state approved curriculum, both in English and Spanish (as needed) is able to address local demands.
- Collaborate on learning experiences that extend beyond the classroom (field trips or special assemblies) that are age appropriate and meet the Head Start Performance Standards and grant procedures for Policy Council approval.
- Both Agencies are required to keep confidential information about children, staff and families private.
- SPCAA and the Partner Agency share tasks in encouraging a high level of parent engagement with their child's development, including facilitating regular Parent and Policy Council meetings. (The Policy Council includes one representative from each partner agency and the PC meetings are facilitated by the Recipient Agency.) Policy Council Meeting information is maintained in the Parent Involvement Notebook (PIN) at each Partner location by the SPCAA Family Support Worker.
- Both Agencies will collaborate to facilitate work group necessary for program planning; including but not limited to community assessment, strategic planning, a school readiness plan, program improvement plan, Education Advisory Committee, and Health Services Committee.

The Partner Agency and the Recipient Agency will respond to personnel requests for technology assistance and provide the necessary support and/or equipment for services. Staff may need to work on various equipment for service delivery.

Attachments

Attachment A as included at the end of this agreement is part of the MOU. All attachments are required reports for the Head Start Contractual Partnership Agreement between SPCAA and the Partner ISD for March 01, 2026, through February 28, 2027.

Attachment A Required Reports for Head Start Contractual Partnership Agreement
between SPCAA and Contractual Partner ISD for
March 01, 2026, through February 28, 2027

Report	Due Date
Program Information Report (PIR)	June 1 st Annually
Audit	Uniform Administrative Requirements
Non-Federal Match Report	30 th of the following month (monthly)
Financial Report	30 th of the following month (monthly) The Contractual Partner Agency will be responsible for preparing and submitting to SPCAA the monthly financial reports that specifically describe the amount of funds spent under each budgeted line item listed in the approved budget plan
Report of Adult meals for Family Style Service	30 th of the following month (monthly). The Contractual Partner Agency will provide billing details for adult meals if they choose to receive reimbursement.
SMI (School Meal Initiative) or equivalent nutrient analysis report	Upon receipt from the Texas Education Agency, the Texas Department of Agriculture or Child and Adult Care Food Program (CACFP)
Attendance Report	Daily report given to designated SPCAA Head Start personnel within 1 hour of scheduled school start time
Enrollment Report	A list of eligible Head Start children is provided by both SPCAA and the Contractual Partner Agency by the first week of August for the coming year and intermittently thereafter to reconcile full enrollment.
Inventory	January 30 th Annually (in conjunction with monitoring)
Contractual Partner Program Profile	October 31 st Annually as part of the grant application process