



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 06/16/26

Item Title: Memorandum of Understanding X Action
Between NINOS Head Start and Information
Brownsville ISD for 2026 - 2027 Discussion

BACKGROUND:

The Brownsville Independent School District (BISD) recognizes its responsibility to integrate a school readiness plan in collaboration with local entities providing Head Start services for three and four-year olds. The Memorandum of Understanding (MOU) sets forth procedures agreed upon by NINOS Head Start and BISD. The existing Memorandum of Understanding (MOU) is automatically renewed and sets forth procedures agreed upon by NINOS Head Start and BISD. The collaboration models will be implemented as follows: the ½ day co-enrolled model will be at 3 sites, and 5 full-day Contractual Model Classrooms will be at 2 sites. For the Contractual Model Classrooms, Ninos will fund 50% of the teacher’s and paraprofessional salary up to \$25,000.00 each annually, \$1,500 per classroom in supplies, and 50% reimbursement for substitute pay up to \$2,000.00 per class. The terms and conditions set forth in the following document shall constitute the entire agreement between the NINOS Head Start and BISD. BISD will pay the salary of (9) BISD teachers nine (9) paraprofessionals, and in return receive ADA for the students’ daily attendance. The locations and models are as follows: Head Start site of Burns II, and Gallegos II include a leasing partnership, Burns, Benavides, Perez co-enrolled sites, with Vermillion and Gallegos having a Contract Model Classroom with BISD teachers and staff.

FISCAL IMPLICATIONS:

Categorical and/or Local 199 Funds

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding (MOU) with NINOS Head Start to include the co-enrolled model at Burns, Benavides, and Perez and five full day Contractual Model Classrooms at Vermillion and Gallegos Elementary. The collaboration will continue at all five elementary sites for the 2026-2027 school year.

Approved for Submission to Board of Education:

Dolores C. Emerson *Dolores C. Emerson*
Submitted by: Principal/Program Director

Dolores C. Emerson *Dolores C. Emerson*
Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas *Miguel Salinas*
Reviewed by: Staff Attorney

Beatriz Hernandez *BAH*
Approved by: Chief Officer

Alda T. Benavides
Dr. Alda T. Benavides, Interim Superintendent

When Necessary, Additional Background May Follow This.

**MEMORANDUM OF UNDERSTANDING BETWEEN
BROWNSVILLE SCHOOL DISTRICT &
NEIGHBORS IN NEED OF SERVICES, INC.
CONCERNING HEAD START SERVICES**

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

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

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

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

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

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

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

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

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

I. NATURE OF SERVICE PROVIDER

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

II. TERM

This MOU shall be in effect for the 2026-2027 school year. Unless sooner terminated in accordance with the provisions of this MOU, the term of the Agreement shall commence on July 1, 2026, and shall remain in effect for a term of one year, terminating on June 30, 2027, at which time parties may elect to renew or renegotiate for the following year by August of the expiring year. Financial Agreement(s) term may differ in accordance with grant funding through the Administration for Children and Families - Office of Head Start (ACF-OHS). Subsequent agreements may be negotiated annually thereafter.

III. SERVICE MODELS

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

1. **Contractual Model:** This model applies specifically to **four (4) classrooms at Vermillion Elementary and one (1) classroom at Gallegos Elementary**, where BISD provides full-day instructional services. Under this model, BISD will serve Head Start eligible children through certified teachers and teacher assistants assigned to the Classroom for the full instructional day. Compensation and responsibilities for the contractual model are outlined under the Financial and Programmatic Provisions of this MOU.
2. **AM/PM Model:** This model applies to two classrooms at **Perez Elementary**, two at **Burns Elementary**, and two at **Benavides Elementary**. Under this model, BISD and NINOS share enrollment responsibilities. BISD will provide classroom services to Head Start eligible children using a split-schedule format. During the morning (AM) session, one group of 17 children will attend BISD classes, while a separate group of 17 children will attend Head Start classes. In the afternoon (PM) session, the groups will switch. Through this structure, all children receive a full day of services delivered jointly by BISD and Head Start. Each Classroom serves up to 34 children per day.

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

IV. CONTRACTUAL MODEL

A. **Programmatic Provisions and Assurances**

1. As used in the following Provisions and Assurances:

- a. The term "Contract" means this entire MOU or Agreement, whatever its name or form, to which these Provisions and Assurances and other attachments and schedules apply, including, but not limited to, Amendment Request, Capital Outlay Request, Budget Summary, and the Final Expenditure Report.
- b. The term "Contract Project" means the purpose intended to be achieved through the Contract (MOU) of which these Provisions and Assurances are a part.

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

3. Notwithstanding the foregoing, Contractor shall, to the extent necessary to provide required student services related to this Agreement, be permitted to procure and subcontract with educational services providers, in BISD's sole discretion, without violating this Agreement.

4. All encumbrances, accounts payable, and expenditures shall occur between the beginning and ending dates of this Contract. If the Contract is terminated early, expenses shall not be made beyond the last day of the transition period or service. All goods must have been received and all services rendered up and until the last day of the transition period or service for the Contractor to recover funds due.

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

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

furnish NINOS a copy of the annual audited financial report for the period covering this grant. Contractor's records maintenance responsibilities herein do not substitute or replace responsibilities of NINOS under federal or state law or regulation.

7. All intellectual property developed or conceived by Contractor, its employees, agents, consultants, or subcontractors arising out of the Contract Project shall be the property of the Contractor.

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

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

10. Contractor shall not be liable in the event of loss, damage, or destruction of any personal property (all references to "property herein refer solely to "personal property", including normal wear and tear or attributable to an event of Force Majeure, owned by NINOS while in the custody or control of Contractor, its employees, agents, consultants, or subcontractors, whether the property is developed or purchased by Contractor pursuant to this Contract utilizing Head Start funds or is provided by NINOS to Contractor for use in the Contract Project.

11. The terms, conditions, and assurances that are stated in the Head Start funding application request, in response to which NINOS submitted the application underlying this Contract for services, are incorporated herein by reference for all purposes. Only the relevant terms of the terms, conditions and assurances listed in the funding application and expressly contained in this Agreement will apply to Contractor. A copy of the funding application is attached to this Memorandum of Understanding and incorporated herein as Exhibit A. Federal regulations that apply to the Contract and/or Grant for which NINOS is responsible and which BISD may share responsibility; include:

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

12. For federally funded projects and for personnel whose salaries are prorated among different funding sources, Time and Effort records will be maintained by the Contractor to confirm the services provided within each funding source. Contractor will utilize Time and Effort records to complete the Semi-Annual Certification and submit it to NINOS no less than semi-annually.

13. If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the Contract Project, for recording and insurance purposes, title remains in the name of the Contractor. However, if Contractor uses Head Start funds for capital outlay purchases, Contractor acknowledges a federal interest in such property and that such property cannot be disposed of without prior approval from NINOS and federal Head Start authorities. This provision applies to all federal interest furniture and/or equipment, regardless of unit.

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

15. Contractor agrees to make its records regarding this Contract available to NINOS or its agent upon NINOS's request for review to determine compliance with the grant requirements. When requested, Contractor will furnish NINOS a copy of its annual audited Financial Report for the period covering this grant. NINOS will provide thirty (30) days prior written notice to BISD prior to its requested inspection of records which shall occur on District property, during school district business hours, with all records remaining in the possession of Contractor. Any costs associated with NINOS' inspection request shall be borne and paid by it to BISD.

16. In accordance with BISD Policy, Contractor complies with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings a firearm as defined by 18 USC Section 921 to school. In addition, the applicant certifies that the Contractor has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school.

17. Costs and third-party non-federal share contributions that count toward satisfying a cost-sharing or matching requirement must be verifiable from NINOS records or the cost-type Contractor's records. These records will include the methodology used to determine the value of third-party in-kind contributions. For personnel costs, documentation regarding how the organization supports the allocation of regular personnel costs must be maintained and available upon request. Note: Any personnel cost must be supported with time and effort documentation. 2 CFR Part 225.

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

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

- a. Insurance Coverage,
- b. Real Property,
- c. Federally-owned and exempt property,
- d. Equipment,
- e. Supplies,
- f. Intangible property, and
- g. Property trust relationship.

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

21. Both parties certify that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any state or federal program. A party shall provide immediate written notice to the other party in accordance with the notice requirements contained herein, if, at any time during the term of the Contract, including any renewals hereof, a party learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

22. In an effort to promptly hear and resolve concerns or complaints at the lowest administrative level possible, NINOS and Contractor will utilize program implementation point of contact "POCs" to address any grievance issues at Level I, in accordance with BISD Policy GF. When grievances cannot be resolved at this level, they will be escalated to each respective party's chain of command and contract negotiation POCs for further action at Level II. When grievances cannot be resolved at these levels, it may be necessary to involve the School Board and/or the NINOS Executive Board at Level III.

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

24. Contractor certifies that the person signing this Contract has been properly delegated this authority.

25. All information, including personally identifiable information concerning a student, exchanged between Contractor and NINOS will be considered to be confidential under federal and

state law and Contractor policy, particularly the Federal Educational Rights and Privacy Act (FERPA) and its implementing federal regulations. Sharing of any confidential information between the parties to this Agreement does not serve to waive or affect the confidential nature of the information for purposes of state or federal law. The Parties agree to maintain the confidentiality of information they generate, maintain, or exchange related to the Head Start Program and its students as required by law and BISD Policy.

B. Roles & Responsibilities of the Contractor

The Contractor shall operate the Head Start classes according to the Head Start Act (42 USC 9801 et. seq.) and Head Start Program Performance Standards (HSPPS) and other Administration for Children & Families (ACF) regulations as codified within Chapter 45 of the Code of Federal Regulations (CFR) Parts 1301 – 1305, and will follow NINOS protocols delineating the methodology for implementation of said standards including, but not limited to the following:

1. Adhere to all Head Start regulations and monitor compliance. The NINOS Deputy Director will provide updates via e-mail to the BISD Assistant Superintendent or designee, as changes occur. Regulations will be updated and/or added throughout the school year as necessary, in compliance with the Office of Head Start. (45 USC § 1302.100)
2. Provide written documentation to NINOS as needed and as requested, to fulfill fiscal and programmatic requirements. (45 USC § 1303)
3. Mandate that all staff members who work with Head Start children are required to be familiar with state and local laws and regulations regarding prevention, identification, and reporting of child abuse or neglect, and are legally obligated to report suspected child abuse or neglect to the appropriate state agency. To the extent permitted by law, notify NINOS and permit the appropriate NINOS staff to assist and follow up, on-site, with child abuse and neglect reports and documentation. Upon request, NINOS will be provided with documentation of Contractor child abuse training to ensure compliance. (45 USC § 1302.92(b)(2))
4. Contractor will use a curriculum that is scientifically valid, research-based, and aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five. 45 CFR § 1302.32. The Contractor will use a curriculum approved under the Commissioner's Rules and Regulations and listed on the Approved Texas Education Agency curriculum list. Head Start will provide the Frog Street Press curriculum. Contractor will provide Fueling Brains curriculum.
5. Require teachers to complete an Early Development Screener within forty-five (45) calendar days of the child entering the Head Start program, and three scheduled ongoing assessments in all Head Start classrooms, and to provide supporting documents to the NINOS Education Coach to plan for children's individualized developmental needs. 45 USC § 1302.33(a)(1). A Social-Emotional Screener (ASQ SE) will be completed by a NINOS staff member and a parent, and the results will be reported to the Health Coordinator within forty-five (45) days of a child's enrollment.
6. Require BISD teachers to conduct at least two home visits for each family, per school year. When feasible, one home visit should be conducted before the start of the school year to engage parents in the child's learning and development. All Contractor teachers will be accompanied by a Family Services Worker or a designated NINOS employee at every required home visit. Teachers will be required to make prior arrangements with the Family Services Worker with at least 30 days'

notice. If necessary, this visit must take place at another safe location that affords privacy at the parent's request, or if the visit at the home presents significant safety hazards for staff. The first home visit will be conducted before the child's first day of school, but no later than thirty (30) days from the child's first day. The second home visit will be completed by the end of May to discuss the third End-Of-Year Progress Monitoring Assessment results.

7. BISD teachers must hold parent/teacher conferences, as needed, but no fewer than 3 times per program year, to enhance staff and parents' knowledge and understanding of the child's educational and developmental progress and activities in the program. The first parent/teacher conference will be held in October to review the accompanying forms, which must be made available upon request. 42 USC § 1302.34 Social Emotional and Early Development Screener results, Progress Monitoring Assessment results, and Contractor report card. The second parent/teacher conference will be held in December to discuss second checkpoints and the Contractor report card outcomes. The third parent conference will be completed in May to discuss children's outcomes. 45 USC §§ 1302.34(b)(7), 1302.24(b).

8. The Contractor will provide technology support for classroom devices and will ensure their maintenance. NINOS will purchase software or computer programs that meet Head Start requirements and will work with the Contractor to install them. 45 USC § 1302.31(d).

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

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

11. In partnership with parents or persons standing in parental relationship, make available to Head Start children a certified school counselor or social worker to provide support services, as normally provided for children who require additional support. With parental consent or legal guardian written consent, make referrals to NINOS or mental health entities for mental health evaluations. Contractor will coordinate with the NINOS Deputy Director to provide NINOS staff with completed Individual Education Plans and Behavior Improvement Plans. If requested by parent or District, Contractor will involve NINOS personnel (via an invite from the Head Start Program Deputy Director or designee) in all Admission Review Dismissal (ARD) and 504 meetings for Head Start children if a NINOS representative is an individual who has knowledge or special expertise regarding the child. If indicated on the child's IEP, as the LEA, the Contractor will meet the "one-on-one" supports as stated. 45 USC § 1302.45.

12. Family-style meals are required at least once a day. Snack and mealtimes must be structured and used as learning opportunities that support teaching staff-child interactions and

foster communication and conversations that contribute to a child's learning, development, and socialization. Programs are encouraged to meet this requirement with family-style meals when developmentally appropriate. A program must also provide sufficient time for children to eat, not use food as a reward or punishment, and not force children to finish their food. 45 USC § 1302.31(e)(2) Specifically, a program must:

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

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

13. Ensure staff use positive child-guidance methods subject to Board Policy. Practices that involve corporal punishment, emotional or physical abuse, humiliation, and expulsion are prohibited and subject to management pursuant to federal law and regulation and Board policy. Contractor will limit the use of suspensions or modified days due to a child's behavior, and such suspensions may only be temporary as per Board Policy.

14. . In addition, and consistent with Board Policy, Contractor ensures that disciplinary methods do not involve child isolation, the use of food as punishment or reward, or the denial of basic needs. All Contractor staff with Head Start children will sign the "Standards of Conduct". Contractor will coordinate with NINOS staff and parents and persons standing in parental relationship to students to address mental health concerns. If in the event of suspected abuse/neglect (unsupervised child), the Contractor principal will act in accordance with federal and state law and Board policy and take action which may include immediately removing any suspected Contractor teaching staff from the Classroom until an investigation is completed. The Contractor principal will provide other Contractor teaching staff and/or subs who have cleared all background checks to ensure the Head Start classroom meets the ratios as outlined in the HSPPS. 45 USC §§1302.17, 1302.90(c), 1302.45

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

16. As required by Head Start, Contractor classroom teachers and aides will participate in an initial health examination and TB screening and provide proof of completion to NINOS. Contractor will also maintain records of completion and results of those exams and screenings in employee personnel files in compliance with federal law and Board Policy. 45 CFR § 1302.93

17. Annually, the contracted teachers will participate in the Professional Development Plan. The results will be reviewed to identify staff training and professional development needs, assist each staff member in improving their skills and professional competencies, and, if necessary,

modify staff performance agreements. 45 CRR § 1302.92 and Section 648A(f) of the Head Start Act (42 USC 9843a).

18. Teachers will take attendance upon the child's arrival using the electronic means provided by NINOS. If internet access is not available at the time of attendance, teachers will manually take attendance using the forms provided by NINOS.

19. Teachers will electronically complete the CACFP 1535 Form for NINOS each day. Checklists will be reviewed weekly by the NINOS Education Coach and the teacher. In accordance with their professional judgment, campus rules and Board Policy, teachers must timely report any classroom or campus health or safety concerns to parents and persons standing in in parental relationship to students, immediately to their Principal, who will also inform the NINOS Operations Director. 45 CFR § 1302.47. Contractor agrees to provide:

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

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

21. Transportation: Unless required by federal law, NINOS does not provide transportation services other than transportation affiliated with activities such as field trips. If the Contractor elects to provide bus transportation services, it is at the Contractor's sole discretion and is not covered under this Contract.

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

23. Contractor will coordinate with NINOS during the application and enrollment process to select and enroll Head Start eligible children based on NINOS policies and procedures. Collaboratively working with NINOS, the Contractor will design a program that includes specific efforts to actively locate and recruit children, including homeless children and children in foster care. Contractor partners will communicate with NINOS to identify both Head Start and BISD eligible children, so they enroll when openings occur. In the event of an open slot, all efforts will be made to place children with an eligible child on the Head Start waitlist. If an eligible child is not available, NINOS has the authority to move the open slot to another location. 45 CFR § 1302.15(a). All available slots will be filled at the discretion of NINOS. Contractor will collect Head Start eligibility information on students and maintain a list of eligible children to be shared

with NINOS upon request. Contractor will provide NINOS with all new applications when received. 45 CFR § 1302.13.

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

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

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

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

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

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

- a. Child Abuse and Neglect,
- b. Reporting child abuse and neglect,
- c. Emergency planning for childcare providers,
- d. Managing common childhood illness in childcare setting,
- e. Medication administration in childcare setting,
- f. Keeping children safe from hazards,
- g. Transporting children safely,
- h. NINOS Protocols,
- i. NINOS Standards of Conduct,
- j. Monthly professional training, and
- k. Professional Development Plan supported with ongoing coaching and mentoring by Education Coach.

29. Coordinate with NINOS Family Services Worker to ensure each Head Start child has had:

- a. the required EPSDT immunizations prior to the start of school,
- b. a health history completed within 90 days of the first day of school, 45 CFR 1302.42(b)(4),
- c. a growth assessment within 90 days of the first day of school, 45 CFR 1302.42(b),
- d. a vision test within 45 days of the first day of school 45 CFR 1302.42 (b)(2),
- e. a hearing test within 45 days of the first day of school 45 CFR 1302.42(b)(2),
- f. a speech/language screening within 45 Days of the first day of school 45 CFR 1302.33(a)(1),
- g. a dental exam within 90 days of first day of school 45 CFR 1302.42(b)(1)(i),
- h. a physical examination within 90 days of first day of school 45 CFR 1302.42(b)(1)(i),
- i. a hemoglobin/hematocrit within 90 days of first day of school 45 CFR 1302.42(b)(1)(i),
- j. an acceptable blood pressure report within 90 days of first day of school 45 CFR 1302.42(b)(1)(i), and
- k. an acceptable Lead Test within 90 days of first day of school 45 CFR 1302.42(b)(1)(i).

30. Contractor teaching staff in Head Start classrooms will use approved Progress Monitoring tools as the child assessment tool. All teachers will document and score all observables in an approved Progress Monitoring system to include:

- a. Social & Emotional Screener,
- b. Early Writing Checklist,
- c. Physical Development and Health,
- d. Approaches to Learning,
- e. Speech Production & Sentence Skills, and
- f. Motivation to Read.

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

31. Contractor teaching staff will participate in a minimum of two (2) CLASS observations per calendar year. Subject to FERPA, the observations may be video recorded for professional development and CLASS feedback and serve to complete a coaching conference report with the education coach for professional development. 45 CFR §§1302.92(c), 1304.11(c), and 1304.16

32. Pursuant to Section 648A of the Head Start Act and 1302.90(b), a criminal record check must be conducted on all prospective new hires and current staff, consultants, contractors, and volunteers working with Head Start children. Contractor will provide certification of the completed criminal background checks in accordance with the law.

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

34. NINOS must conduct a complete criminal background check in conformance with Texas Education Code § 22.834 for each employee, subcontractor, agent, volunteer or consultant, prior to the performance of services, upon new employment, upon request by BISD, and at least once every five years which must include each of the four checks listed above and review and make employment decisions based on the information as described in paragraph 1302.90 (b)(3), unless the program can demonstrate to the responsible HHS official that it has a more stringent system in place that will ensure child safety. Pursuant to Texas Education Code, § 22A.055, a person who will act as a service provider for a school district must submit an executed pre-service provider affidavit to BISD prior to the commencement of services. A completed District form shall be completed, executed and returned to the BISD by NINOS along with the executed MOU. Services may not be commenced prior to the Consultant fulfilling this obligation, and the failure to do so constitutes grounds for termination.

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

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

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

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

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

40. If permitted by state law, Contractor will provide NINOS with notice if a Head Start child becomes the subject of a report of abuse or neglect, or if the child sustains an injury requiring medical treatment. If permitted under state and federal law, Contractor will provide NINOS with notice of the outcome of an investigation once the Contractor has concluded the investigation. If the nature of the allegation and the investigation make it necessary for another agency to take over the investigation, NINOS shall communicate directly with that agency to obtain the results of the investigation. If the results of an outside agency's investigation is shared with Contractor, Contractor shall, if allowed by law, notify NINOS of the agency's determination about the allegation(s).

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

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

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

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

1. NINOS will conduct two CLASS™ observations in Head Start classrooms and provide feedback to the teacher and, if appropriate, the school administrator. NINOS Education Coaches will provide additional support through practice-based coaching in specific areas of concern in CLASS observations. 641A(c)(2)(F) (42 USC 9836A), 45 CFR § 1304.11(c), and 45 CFR § 1302.92(c).

2. Provide a blanket policy of student accident insurance for Head Start children during the hours of school that complies with all federal regulations and requirements of Head Start and any state law or regulations. 45 CFR § 1303.12

3. Work with families, and obtain parental or guardian consent, of Head Start children to ensure they receive their annual physical and dental checkups; otherwise, NINOS will obtain a refusal by the 90th day of the child's first day of school attendance. 45 CFR § 1302.42(b)(1)(i)

4. Ensure Contractor uses a Texas-approved, comprehensive educational curriculum in the three-year-old program (when applicable) and the four-year-old program, with both programs

integrating Head Start Performance Standards and Texas pre-kindergarten curriculum guidelines. 45 CFR § 1302.32

5. Reimburse Contractor's staff for travel expenses to attend Head Start-required activities, such as home visits and professional staff development, upon receipt of appropriate documentation. Mileage will be reimbursed at the state rate and only through Contractor invoicing. An original receipt for full reimbursement must support any expenses incurred. NINOS agrees to the 30-day reimbursement terms.
6. Provide a Mental Health Professional to review Social Emotional and Early Development results and make referrals for additional mental health support with parental or persons standing in parental consent partnership and consent. 45 CFR § 1302.33(a)(1)
7. Provide parent education and staff training in the service areas of education, mental wellness, disabilities, nutrition, health/safety, parent involvement, social services, and transportation safety. 45 CFR § 1302.53(a)(2)(v)
8. Identify and network with community resources to assist families. 45 CFR § 1302.53(a)(2)
9. Establish appropriate Executive Board, Policy Council, Parent Committee, Health Services Advisory Committees, and any appropriate subcommittees according to program requirements. 45 CFR Part 1301.
10. Communicate program information promptly to all interested parties, including district administrators, staff, program families, the Policy Council, Parent and subcommittee groups, the NINOS Governing Board, and the Executive Staff. Head Start Act § 642(d)(2) (42 USC 9837).
11. Conduct an annual, program-wide, Self-Assessment and Quality Improvement Plan review, and update the Community Assessment if any significant changes have occurred within the community. Implement program systematic changes called for by the Quality Improvement Plan. 45 CFR §§ 1302.11, 1302.102(b)(2)
12. Provide on-site programmatic support and promote best practices to classroom teachers and aides, family services specialists, campus administrator(s), business office manager, school nurse, school counselor, food service staff, transportation staff, special education staff, and any other staff who support the Head Start Program. 45 CFR §§ 1302.91(a), 1302.92(c).
13. If requested by BISD or a parent or legal guardian, participate in ARD and 504 meetings, and assist with the coordination and provision of comprehensive services for families and children with identified needs in the child's home district and to extent a person is an individual who has knowledge or special expertise regarding the child. 45 CFR § 1302.45.
14. Maintain the security and confidentiality of all records of children and their families, including, but not limited to, compliance with the Family Educational Rights and Privacy Act (FERPA) requirements. 45 CFR § 1303.20.
15. Before the commencement of the school year, NINOS will provide mandatory training at their in-service. Additional training will be provided, as NINOS deems necessary. Training will be provided to Head Start staff in the following areas: education, mental health, disabilities, nutrition, health, safety, parent involvement, and social services. NINOS will communicate all

professional development requirements and dates as early as possible. 45 CFR §§ 1302.91(a), 1302.92.

16. Designate five (5) part-time staff members to support collaboration classrooms during instructional hours, specifically to assist with classroom coverage during teacher breaks, planning periods, and conference time, ensuring continuity of supervision and classroom operations in accordance with applicable program standards.

17. Designated staff will provide appropriate family partnership services. 45 CFR § 1302.91(e)(7).

18. Defer to the Contractor with respect to its staff meeting all licensure requirements under law and Contractor/BISD policy.

19. Purchase supplies and materials to fulfill program requirements to include, but not limited to, student school supplies, student consumable materials, classroom supplies, furniture, and learning center supplies. Classrooms will be supplied to meet or exceed the Contractor's expectations for early childhood classrooms. Inventory and account for all NINOS materials in accordance with all federal requirements. 45 CFR Part 75, 45 CFR Part 1300.

20. Provide vehicle and pedestrian safety training to all Head Start children and parents, as required by the Head Start Performance Standards. 45 CFR § 1302.46(b)(1)(v).

21. NINOS will conduct regular announced and unannounced monitoring visits to ensure continuous improvement in achieving program goals that ensure child safety and the delivery of effective, high-quality program services. 45 CFR § 1302.100.

22. NINOS will provide Head Start Policies and Procedures and monitor compliance with them. NINOS will provide updates via e-mail as changes occur. 45 CFR § 1302.100

23. NINOS Education Staff will assist with classroom setup and provide necessary materials to ensure the classroom is conducive to learning. Education Coaches will complete classroom checklists before the first day of school. 45 CFR §§ 1302.31(c), 1302(d).

24. NINOS will provide and assist in completing the application for prospective Head Start parents. NINOS will participate in selecting Head Start children based on the selection criteria. 45 CFR §§ 1302.12, 1302.14

25. NINOS will have responsibility for completing and submitting all required incident reports to the Office of Head Start. To the extent permitted by law, NINOS leadership will be an active participant in investigations and outcomes of any incident involving a Head Start child.

26. NINOS Education Services leadership ~~will~~ may participate in the interview process for selecting personnel for funded Head Start positions.

27. NINOS will provide, upon request, consultation, clarification, and subject matter expertise regarding all Head Start standards and the Head Start Act.

28. NINOS employees will follow Contractor campus and facility rules, administrative directives and Board Policy including safety and security processes when entering, accessing and exiting the Contractor building.

29. NINOS will provide student accident insurance coverage for children who are dually enrolled in the Head Start Program and at BISD. NINOS recognizes and agrees that students who are enrolled at BISD are not covered under BISD's base insurance policy, and the Parties intend that all dual enrollment children are covered by the student accident insurance policy provided by NINOS, as well as any available blanket policy of BISD.

D. Financial

School Fiscal Year: (2026-2027)

Total Award Amount: Not to Exceed: \$258,000.00

Reimbursement:

Head Start Site(s):

Four (5) Classrooms in the BISD, four (4) in Vermillion Elementary and one (1) at Gallegos Elementary.

1. Four (5) Contractor/BISD Teachers: up to 50% of salary (including fringe benefits) and not exceeding \$25,000 per teacher, per year, for a total of \$125,000.
2. Four (4) Contractor/BISD Teacher Aide up to 100% of salary (including fringe benefits) and not to exceed \$25,000 per teacher aide, per year, for a total of \$125,000.
3. One-half (50%) substitute pay for the teacher in the partnered room, not to exceed \$1,000 per Classroom per school year, for a total of \$4,000.
4. Full (100%) substitute pay for the Teacher Assistant in the partnered room; not to exceed \$1,000 per school year. per school classroom, for a total of \$4,000 per school year.

Up to 50% and 100%, respectively, depend on classroom census and the ability to maintain a minimum of 80% Head Start-eligible children per Classroom. See further details above. Teachers and aides provide services to up to 20 Head Start-eligible children aged 3 and 4 years. Teachers must not depart (other than scheduled approved leave) before children's departure. An administrator must be present when children and staff are present at the location.

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

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

Funds Flow:

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

Financial Reporting Requirements:

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

Carryover of funds:

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

Unobligated Funds:

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

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

V. AM/PM MODEL

Through this collaboration effort at **Burns, Benavides, and Perez Elementary Schools**, a total of six (6) classes of eligible three-year-old children will be provided with instruction for at least three and a half hours per partner at each school campus. Each teacher will be responsible for both morning (AM) and afternoon (PM) classes at each site, ensuring all students receive full-day services.

A. Administrative, Facilities, and Technology Support

BISD Responsibilities

BISD shall:

1. Designate a district administrator to coordinate collaboration efforts with NINOS.
2. Provide a full-time certified early childhood teacher at each AM/PM collaboration campus.
3. Provide classroom and playground space at each collaboration campus for NINOS to deliver Head Start services, with such spaces to be licensed by NINOS.
4. Maintain all classrooms in compliance with Head Start Program Performance Standards and Texas Child Care Licensing requirements, including ensuring that all required inspections (e.g., health and fire) are up to date and that all documentation is actively maintained.
5. Provide a designated office area at each campus for NINOS staff to meet with parents and maintain required documentation.
6. Provide internet access (LAN/Wi-Fi) and telephone access in classroom and office areas.
7. Provide the official school calendar for service coordination.
8. Provide notification of district-sponsored parent trainings.
9. Designate staff to attend collaboration meetings as required.

10. Participate in one (1) joint home visit and one (1) parent-teacher conference annually with NINOS staff.

NINOS Responsibilities

NINOS shall:

11. Designate personnel to coordinate and facilitate collaboration efforts.
12. Provide a Head Start teacher for each session (AM and PM) and one (1) teacher aide to support both sessions at each collaboration campus.
13. Provide enrollment documentation required for PEIMS reporting.
14. Align Head Start School Readiness Goals with Texas Pre-Kindergarten Guidelines.
15. Conduct required screenings, assessments, and Child Find referrals in accordance with Head Start regulations.
16. Participate in the development and implementation of Individualized Education Programs (IEPs), upon parental consent.
17. Implement a developmentally appropriate curriculum aligned with Head Start standards.
18. Maintain playground areas in compliance with Head Start and licensing requirements.
19. Maintain current childcare licensing and notify BISD of any changes in licensing status.
20. Maintain required insurance coverage and limits for general commercial, professional, automobile, workers compensation and excess insurance written on an occurrence basis, on an ACCORD certificate of insurance, from a licensed Texas provider, with no less than minimum A-VII by A.M. Best rating, and acceptable to BISD prior to the commencement of services under the Agreement along with listing BISD, its Board of Trustees, trustees, officials, employees, agents and representatives as additional insureds, on a primary and non-contributory basis.
21. **INDEMNIFY, DEFEND AND HOLD HARMLESS BISD, ITS BOARD OF TRUSTEES, TRUSTEES, OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES AND VOLUNTEERS, (EACH IN THEIR INDIVIDUAL OR OFFICIAL CAPACITIES) FROM DEMANDS, SUITS, CAUSE OF ACTIONS OR CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH OR PROPERTY DAMAGES OR LOSSES (INCLUDING ATTORNEY FEES AND LEGAL COSTS) ARISING FROM OR RELATED TO THIS AGREEMENT OR NINOS' ACTS, OR OMISSIONS OR OPERATIONS UNDER THIS MOU OR AGREEMENT.**
22. Adhere to the agreed-upon school calendar.
23. **Comply with all applicable Federal, State, County and City laws, rules, ordinances and regulations that in any manner relate to the provision of services and performance of all obligations undertaken pursuant to the MOU, including Board Policy, Campus and Facility Rules and BISD Administration directives. Board Policy may be reviewed at [Brownsville ISD Board Policy Manual - Policy Online](#).**

BISD Responsibilities

BISD shall:

1. Assign an Educational Facilitator to coordinate efforts between BISD and NINOS instructional services.
2. Implement a research-based curriculum that supports children's total development, aligned with both the Texas Pre-Kindergarten Guidelines and the Head Start Child Development and Early Learning Framework, for children enrolled in the three-year-old classrooms.
3. Implement a research-based curriculum designed to support children's total development, aligned with the Texas Infant, Toddler, and Three-Year-Old Early Learning Guidelines and the Head Start Child Development and Early Learning Framework, for children enrolled in the three-year-old classrooms.
4. Share screening results and ongoing assessments of each child's developmental program upon parental consent for individualized instruction.
5. Share children's assessment data to make data-based instructional decisions.

NINOS Responsibilities

NINOS shall:

6. Assign a Children's Services Coordinator to facilitate educational efforts between BISD and NINOS.
7. Schedule three-and-a-half-hour sessions in the morning and afternoon for children in dual enrollment with BISD and NINOS Head Start program, so that children receive a full-time instructional day between both entities.
8. Implement a research-based curriculum that supports children's total development, aligned with both the Texas Pre-Kindergarten Guidelines and the Head Start Child Development and Early Learning Framework, for children enrolled in the three-year-old classrooms.
9. Implement a research-based curriculum designed to support children's total development, aligned with the Texas Infant, Toddler, and Three-Year-Old Early Learning Guidelines and the Head Start Child Development and Early Learning Framework, for children enrolled in the three-year-old classrooms.
10. Share screening results and ongoing assessments of each child's developmental program upon parental consent for individualized instruction.
11. Share children's assessment data to make data-based instructional decisions.

B. Staff Development

Both parties agree that:

1. Participate in Texas School Ready (TSR), CIRCLE, and other professional development opportunities, as available.

2. Share information regarding training opportunities.
3. Support staff to attend relevant training when feasible.

C. Disability Services

BISD Responsibilities

BISD shall:

1. Assign a Special Education Coordinator or appropriate designee to facilitate collaborative efforts with NINOS disability services staff.
2. Provide NINOS with the district's referral process for special education services to be used when referring children to BISD.
3. Conduct a Full and Individual Evaluation (FIE) with parent consent upon agency referral or parent request to determine eligibility for special education services.
4. Notify parents or persons standing in parental relationship to students and NINOS of a child's eligibility for special education services before placement in the program.
5. Inform parents of their rights, including the option to allow NINOS staff to participate in the Admission, Review, and Dismissal (ARD) process.
6. If requested by the District or parent or person standing in parental relationship to a student and to extent an individual with NINOS is a person who has knowledge or special expertise regarding the child, BISD may provide advance written notice and invite NINOS staff to ARD meetings at least five (5) calendar days prior to the meeting. ARD meetings shall be scheduled within thirty (30) calendar days of completing the child's evaluation.
7. Collaborate with parents and inform NINOS in the development, review, and implementation of each child's Individualized Education Program (IEP).
8. Provide special education and related services in accordance with the IEP in accordance with Board Policy and law.
9. Provide parents and NINOS with copies of evaluation reports, IEPs, Behavior Intervention Plans (BIPs), and other relevant documentation upon receipt of written parental consent.
10. Maintain confidentiality of all student records in accordance with applicable federal and state laws, including the Individuals with Disabilities Education Act (IDEA) (34 CFR §§ 300.610–300.626) and the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99).
11. Provide information regarding available disability-related trainings and in-service opportunities for staff and parents.
12. Coordinate with NINOS in Child Find efforts to identify, locate, and evaluate children with suspected disabilities including assisting in meeting NINOS' ten (10%) percent enrollment requirement.

NINOS Responsibilities

NINOS shall:

13. Complete required developmental screenings in accordance with Head Start Program Performance Standards, including timelines for initial screenings and ongoing assessment.
14. Conduct the Learning Accomplishment Profile (LAP) assessment within established timelines to identify potential developmental delays.
15. Notify families when a disability or developmental concern is suspected and provide guidance on available evaluation and support services.
16. Obtain written parental consent for referrals to BISD when delays or concerns are identified.
17. With parental or legal guardian consent, submit referrals to BISD's Child Find program promptly, including all required documentation (screenings, assessments, health history, immunization records, and observations).
18. Collaborate with BISD personnel to support children throughout the evaluation process and transition into services, when applicable.
19. Participate in all ARD meetings and staffing for co-enrolled children, as permitted by parents or BISD or law.
20. Support the implementation of each child's IEP within the Head Start setting, as appropriate.
21. Assist with Child Find activities to identify and locate children with disabilities in the community.
22. Maintain confidentiality of all child records in compliance with applicable federal and state laws including the Individuals with Disabilities Education Act (IDEA) (34 CFR §§ 300.610–300.626) and the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99).

D. Transition Services

BISD Responsibilities

BISD shall:

1. Collaborate with parents and legal guardians and NINOS to facilitate a smooth transition of children, including those identified as or suspected of having disabilities, from Head Start into the school system.
2. Provide parents and legal guardians and NINOS with information on district guidelines, procedures, expectations, and available services to support school readiness and transition planning.
3. Support transition activities for children and families, including opportunities for children to visit elementary campuses up to two (2) times per year, as appropriate.

4. Provide transition-related materials, resources, and training opportunities to parents and legal guardians and NINOS staff and families regarding enrollment procedures, school expectations, and readiness skills.
5. Participate in joint planning and coordination meetings with NINOS at least twice per year to review and improve transition processes.
6. Coordinate pre-registration opportunities, when feasible, for children exiting Head Start during end-of-year activities.

NINOS Responsibilities

NINOS shall:

7. Collaborate with parents and legal guardians and BISD to support the transition of children and families from Head Start into the public school system.
8. Provide parents and legal guardians and BISD with information regarding NINOS program services, expectations, and family engagement practices to support alignment of transition efforts.
9. Prepare children and families for entry into the school system through orientation activities, education, and transition planning.
10. Coordinate and facilitate visits for Head Start children to elementary campuses up to two (2) times per year.
11. Invite BISD representatives to participate in parent meetings, as appropriate, to share information on enrollment procedures, school readiness, and district expectations.
12. Invite BISD representatives to participate in NINOS transition-related meetings, including Building Bridges or similar collaboration meetings.

E. Health/Nutrition Services

BISD Responsibilities

BISD shall:

1. Ensure that the school nurse at each partnering campus administers medical services to enrolled children during program hours, including first aid and medication administration, in accordance with parent consent or legal guardian, BISD Policy and applicable laws.
2. Assign a Food Services Coordinator or designee to coordinate meal services for Head Start classrooms.
3. Provide all required meals (breakfast, lunch, and snack) and deliver them to designated classrooms promptly before serving.
4. Ensure that all meals are prepared, handled, and delivered in compliance with applicable local, state, and federal health and safety standards, including required temperature controls.
5. Submit all reimbursement claims for meals provided to Head Start children through the district's child nutrition program.

6. Provide necessary food service equipment (e.g., utensils, trays, service ware) and maintain such equipment.
7. Provide reasonable meal modifications for children with documented special dietary needs in accordance with applicable regulations.

NINOS Responsibilities

NINOS shall:

8. Coordinate with BISD to ensure that the school nurse may administer medical services to enrolled children in accordance with parent and legal guardian consent, BISD Policy and applicable law.
9. Provide accurate and timely meal counts to BISD food service staff.
10. Implement family-style meal service to the extent required by Head Start Program Performance Standards.
11. Maintain appropriate classroom procedures and equipment (e.g., thermometers, warmers, coolers) to ensure compliance with food safety and temperature requirements after delivery.

F. Family Engagement/Enrollment Efforts and Criteria

BISD Responsibilities

BISD shall:

1. Refer children who may qualify for Head Start services to NINOS for enrollment and potential co-enrollment opportunities with parent cooperation and consent.
2. Share relevant parent engagement and training opportunities with NINOS for dissemination to families, as appropriate.

NINOS Responsibilities

NINOS shall:

3. Designate appropriate staff to coordinate family engagement and enrollment efforts between NINOS and BISD.
4. Refer eligible Head Start children to BISD for co-enrollment opportunities, as applicable, with parent cooperation and legal guardian consent.
5. Provide required student information to BISD for reporting purposes, including PEIMS, as applicable and permitted by law.
6. Provide families with information on school-readiness goals and opportunities to engage in their child's development.

Enrollment Criteria

7. NINOS shall determine enrollment and selection in accordance with the Head Start Program Performance Standards, including prioritizing eligible children based on need (e.g., homelessness, foster care, disability, and income eligibility).
8. In the event of comparable eligibility, selection shall be determined by the lowest income and, if necessary, the application date.
9. Children transitioning from Early Head Start shall be required to re-verify eligibility in accordance with program requirements.

VI. ADDITIONAL TERMS AND CONDITIONS

1. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party nor to create any legal rights or claim on behalf of any third party. Contractor/BISD does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.
2. Approvals or Consents. Whenever this Agreement requires or permits any party hereto to give approval or consent hereafter, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and shall be effective without regard to whether given before the time required herein.
3. Governing Law. The laws of the State of Texas shall govern this Agreement, and the mandatory venue for any litigation dispute related to this Agreement is agreed to be Cameron County, Texas.
4. Dispute Resolution. The parties agree to attempt to resolve any issues or claims relating to this MOU that cannot be informally resolved through any dispute resolution process governing this MOU under the applicable law or regulations, through mediation before a mutually agreed neutral mediator. The parties agree to share the fee and cost of the mediator and to bear their own attorney fees and cost to participate in voluntary mediation.
5. Entire Agreement. This Agreement, together with its authorizing exhibits, constitutes the final and entire Agreement between the parties hereto and contains all the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same be in writing, dated after the date hereto and duly executed by the parties.
6. Notices. Any notice required or permitted under this MOU shall be deemed sufficiently given or served if sent by E-mail or by United States certified mail, return receipt requested, addressed as follows: NINOS and Contractor shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.
7. Nondiscrimination. The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or program participants or applicants because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.

8. **Public Information Act.** BISD complies with the Texas Public Information Act. By entering into the MOU, pursuant to Texas Government Code Section 552 et seq., NINOS agrees, that if the BISD receives a written request for public information related to the Agreement that in the possession or custody of the NINOS and not in the possession or custody of the BISD, the NINOS shall provide that information to the CISD within three (3) days of BISD's written request.

9. **No Waiver.** No Waiver of a breach of any provision of this MOU shall be construed to be a waiver of any breach of any other provision. No delay with regard to any breach of any provision shall be construed as a waiver.

10. **Authorization of MOU.** Each Party represents and warrants to the other that execution of the MOU has been duly authorized, and that the MOU constitutes a valid and enforceable obligation of such Party according to its terms.

EXECUTED and AGREED to as of the dates indicated below.

NINOS
22887 State Highway 345
Rio Hondo, Texas 78583
(956) 399-9944

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

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____