

EARLY CHILDHOOD EDUCATION PARTNERSHIP MEMORANDUM OF UNDERSTANDING

STATE OF TEXAS §

§

COUNTY OF TARRANT §

This Agreement (“MOU”) is entered into by the Crowley Independent School District (“District” or “CISD”) and Kiddyland Childcare Center, located at 3951 Sycamore School Road, Fort Worth, Texas 76133 (“KCC”), with an effective date being when the second Party signs this Agreement, below. The District and KCC will be collectively referred to as the (“Parties”). CISD is a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas, and KCC operates two (2) community- based childcare center programs in Fort Worth, Texas.

I. Purpose:

a. This MOU intends to establish a collaborative early childhood education partnership (“Program”) between the District and KCC, where the District agrees to admit, pursuant to its Board Policy FDA (Local), on a tuition-free basis, eligible three and four year-old children to the provision of early childhood education services provided by KCC at KCC’s facility located at the address above. The Parties believe this will allow the students to reach their fullest potential necessary to obtain school readiness skills, understanding, and behaviors for success and lifelong learning.

b. This MOU shall comply with all operational and safety standards as required by KCC, CISD, and any State regulatory agencies.

II. Term:

The initial term of this MOU shall be for the 2023-2024 school year. The initial term shall commence on July 1, 2023, and end on June 30, 2024. The dates of the initial term of this MOU may not be shortened without the express written consent of the Parties. This MOU may be renewed for successive one-year terms. However, notice shall not be required to nonrenew this MOU, which will automatically occur on June 30, 2024, in the absence of an addendum to the contrary. In the event of a non-renewal notice, the respective obligations of the Parties under this Agreement will continue through the end of the one-year term during which such notice is given. Upon completion of the MOU or non-renewal, both parties agree to return any records, property, or unused or unearned funds within 30 days of the end of such term.

III. Financing the Program.

a. During the Course of this Agreement CISD will:

- i. Retain all funds earned by the CISD under the Texas Foundation School Program (Chapters 48 and 49, Texas Education Code).
- ii. Retain all other state grant funds earned by the CISD for the operation of any other State programs for which CISD becomes entitled under this program.
- iii. Retain all federal educational funds and any other gifts or grant funds earned by CISD for the operation of any of the federal programs for which CISD becomes entitled under this program.

b. During the Course of this Agreement KCC:

- i. May charge tuition costs to students attending the Program.
- ii. Will retain funding received for the Childcare Management Services (CCMS) through the Texas Workforce Commission, excluding the new classroom allotment reserved for the CISD.
- iii. Will retain any and all other gifts and grants awarded directly to KCC.
- iv. Retain the \$25,000 award for each new Pre-K Partnership classroom, which is awarded by the Texas Workforce Commission for child care program classrooms.

IV. Enrollment:

- a. CISD and KCC shall cooperate in the recruiting and enrollment of children in the Program subject to this MOU. Such recruitment and enrollment shall comply with CISD's and KCC's procedures and requirements of Texas and applicable federal and state law.
- b. CISD and KCC understand that all Program students must meet Pre-Kindergarten program eligibility requirements for enrollment provided in Section 5.
- c. Students will be dual enrolled in CISD and KCC.

V. Student Eligibility Criteria:

In order to participate in the program described herein, the child:

a. Must be 3 or 4 years of age as of September 1st of the school year for which admission is sought.

b. Must meet at least one or more of the following criteria:

- is unable to speak and comprehend the English language; or
- is educationally disadvantaged (which means a student eligible to participate in the national free or reduced-price lunch program); or
- is homeless, as defined by 42 U.S.C. Section 1143a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child; or
- is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority; or
- is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty; or
- is or ever has been in the conservatorship of the Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Section 262.201, Family Code; or
- is the child of a person eligible for the Star of Texas Award as: a peace officer under Section 3106.002, Government Code; a firefighter under Section 3106.003, Government Code; or an emergency medical first responder under Section 3106.004, Government Code.

and;

c. Children or dependents of CISD or KCC employees who meet the criteria set forth in CISD District Policy FDA (Local) will also be eligible to participate in the program defined herein. All students approved into the program as CISD transfer students who meet the eligibility criteria in section V, part b, above will be allowed to participate on a tuition- free basis.

D. Students are subject to district policy for removal due to discipline or attendance.

VI. Personnel:

- a. KCC shall ensure that its employees abide by all applicable CISD Board policies and administrative regulations, including, but not limited to, CISD's technology use policy;
- b. CISD shall ensure that its employees abide by all applicable Childcare center policies, including, but not limited to, KCC's technology use policy;
- c. KCC shall furnish to the CISD HR Department the names and social security numbers, and other pertinent demographic information for state reporting purposes of all staff used for the CISD Pre-Kindergarten program prior to the start of program, and
- d. CISD will obtain a criminal history background check in compliance with Texas Education Code ("TEC") Sections 22.0834 and 22.0835 for any person (including volunteers) employed or used by KCC to provide services in the Pre-Kindergarten Program.

VII. Instruction and Services:

- a. Curriculum: KCC shall provide appropriate curriculum and teacher support materials that meets CISD (Frogstreet and Heggerty) and Pre-Kindergarten program guidelines and standards, and
- b. Professional Development and Campus Meetings: CISD and KCC shall make professional development and campus meetings available for KCC teachers as agreed upon and appropriate. CISD will share and train the KCC Director and staff over the coaching and feedback form.
- c. KCC shall receive and maintain student records under this Agreement solely in accordance with the Family Educational Rights and Privacy Act. KCC must share all student records and all information related to this Program which it receives with CISD, but otherwise ensure all Program information remains strictly confidential. Granted, KCC may share a student's education records with parental consent.

VIII. Supplies:

- a. CISD shall provide the technology and equipment and other supplies that CISD and KCC deems necessary for the Pre-Kindergarten program. CISD will also provide specialized equipment for students with an Individual Education Plan (IEP), if needed.
- b. Kitchen Appliances: CISD shall provide one kitchen stove to KCC to service students in the Pre-Kindergarten program.

c. Classroom Consumables: Will be provided by CISD.

IX. Services:

a. Special Education: CISD services to children with identified disabilities shall be provided in KCC classrooms in accordance with the child's IEP. All staff will receive training over the district's Child Find process and procedures.

b. Health Services:

i. KCC will provide health service support for the PK program;

ii. KCC shall be responsible for gathering child allergy and health information during the enrollment process, and

iii. CISD will input the selected child health data and emergency contact information into the appropriate CISD student information system; and CISD will conduct health screenings as required by the state.

iv. CISD Health Services will provide first-aid, CPR and AED training to the Crowley ISD and KCC employees in the classrooms.

v. KCC will provide an AED for the campus and CISD will assist in the maintenance of the AED and training.

c. Child Nutrition:

i. CISD's child nutrition program shall provide breakfast, lunch and snack for the Pre-Kindergarten program children located at KCC at the times agreed upon by both parties;

ii. CISD will provide daily meals in accordance with the KCC school year calendar;

iii. CISD will provide items that are covered by Child and Adult Care Food Program (CACFP), and

iv. Daily menus will be agreed upon by both parties.

X. Schedule and Attendance:

- a. KCC shall provide Pre-Kindergarten program instruction in accordance with the Pre-Kindergarten program school year calendar, and
- b. The individual site schedules, as agreed upon by both Parties, shall ensure that the Pre-Kindergarten program meets the minimum number of instructional hours required for full funding as defined by applicable State law or regulation, and
- c. CISD will notify appropriate KCC personnel when a teacher or substitute has been assigned to the KCC campus
- d. CISD personnel shall administer attendance procedures on a daily basis and submit to PEIMS department, utilizing the district's current student information system with tracking in Skyward.
- e. KCC personnel shall administer attendance procedures on a daily basis and submit with tracking in the Bright Wheel system.

XI. Assessment and State Reporting:

- a. KCC will determine what assessments shall be administered for the KCC children to ensure consistency among the programs to meet requirements applicable to the Pre-Kindergarten program, and;
- b. KCC agrees to provide CISD with any additional data, information and support necessary for CISD to meet state or district reporting requirements.
- c. Student progress monitoring using Circle as provided by CISD 45 minutes to an hour (BOY, MOY,EOY)

XII. Independent Contractors:

- a. KCC agrees to provide the services and obligations of this MOU as a non-exclusive independent contractor of CISD. Nothing in this MOU is intended, or is to be construed, as creating or establishing the relationship of employer and employee between CISD and KCC or the employees of KCC. Further, this MOU does not create a partnership, joint venture, agency or other similar relationship between CISD and KCC. Neither of the parties to this MOU shall have any express or implied right or authority to assume or create any obligation on behalf of any other party, or to bind any other party to any contract, undertaking or agreement with any third party;
- b. KCC and CISD covenant and agree that none of the individual employees, agents, or representatives or either shall be considered employees, agents or representatives of

the other. KCC understands and agrees that CISD shall not pay or withhold on behalf of KCC or any other employees or agents of KCC any sums for income tax, unemployment insurance, social security, retirement benefits or any other withholding pursuant to any law or requirement of any governmental body, and all of such payments and withholdings are the sole responsibility of KCC;

c. Nothing in this MOU prohibits KCC from providing educational services to other companies or organizations as permitted by state law, and

d. KCC is required to furnish classroom supplies and all other tools, materials, and software required for performance of the services and obligations under this MOU, except as otherwise specifically agreed by the parties. Each party hereto agrees to conduct itself in accordance with applicable laws and regulations in order to maintain the independent contractor status of this contractual relationship.

XIII. Indemnification:

a. CISD AND KCC AGREE THAT EACH PARTY SHALL, TO THE EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM ANY LOSSES, DAMAGES, LIABILITIES, SETTLEMENTS, REASONABLE ATTORNEYS' FEES OR COSTS THAT MAY ARISE AS THE RESULT OF ANY ACTION (WITH COUNSEL OF THE INDEMNIFIED PARTY'S CHOOSING), CAUSE, CLAIM, DEMAND OR PROCEEDING, INCLUDING BUT NOT LIMITED TO ANY PROCEEDING TO DEFEND AS IT PERTAINS TO THE EHS PROGRAM SUBJECT TO THIS MOU, THAT IS BASED UPON OR ARISES FROM ANY ACTION OR FAILURE TO ACT ON THE PART OF THE INDEMNIFYING PARTY, PROVIDED HOWEVER, THAT THE INDEMNIFYING PARTY SHALL NOT BE REQUIRED TO INDEMNIFY ANY INDEMNIFIED PARTY TO THE EXTENT OF ANY LOSSES OR LIABILITIES THAT A COURT OF COMPETENT JURISDICTION SHALL HAVE DETERMINED BY FINAL JUDGMENT TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF

ANY INDEMNIFIED PARTY SEEKING INDEMNIFICATION, AND PROVIDED FURTHER THAT ANY INDEMNIFICATION UNDER THIS MOU IS LIMITED BY ANY LAW GOVERNING EITHER PARTY TO THIS MOU, AND

b. ANY PARTY CLAIMING INDEMNIFICATION MUST PROVIDE THE OTHER PARTY WITH PROMPT NOTICE OF ANY SUCH ACTIONS, CLAIMS, DEMANDS OR PROCEEDINGS, AS WELL AS INFORMATION IN THAT PARTY'S POSSESSION THAT IS REASONABLY REQUIRED FOR THEIR DEFENSE.

c. THE INDEMNIFICATION IN THIS SECTION IS ONLY TO THE EXTENT PERMITTED BY LAW UNDER TEXAS CONSTITUTION ARTICLE III, SECTION 52.

XIV. Insurance:

a. CISD and KCC shall furnish proof of insurance to each other at least 7 days prior to the first day of the school year. This proof of insurance (see Appendix A) shall at a minimum include:

i. Workers comprehensive insurance at: 1,000,000 limit;

ii. Property insurance, and

iii. General liability insurance in amount no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. In addition, sexual abuse and molestation coverage at a \$1,000,000 limit, and naming CISD, its officers, directors, officials, employees as additional insured.

b. The duty to maintain insurance as specified above and to provide proof of insurance to the other party shall remain for as long as this MOU remains in effect between the parties.

XV. Termination:

a. It is expressly understood that either party has the right, upon 180 days' prior written notice to the other party, to terminate this MOU (and any subsequent agreements in connection therewith) at any time and without liability during the initial term or any subsequent term thereof; provided, however, that under the following circumstances, this MOU (and any subsequent agreements in connection therewith) may be terminated earlier, and

b. If either party notifies the other party that it has violated the standards or requirements set forth in this MOU (and any subsequent agreements in connection therewith), the breaching party shall have thirty (30) days from the date of the written notice of violation addressed to the breaching party's executive director to remedy the violation. If the violation is not remedied within fifteen (15) days, the non-breaching party shall have the right to immediately terminate this MOU (and any subsequent agreements in connection therewith).

XVI. Choice of Law & Venue:

This MOU shall be governed by, interpreted and construed in accordance with, the laws of the State of Texas without regard to conflict of laws. The parties agree that venue for any dispute arising under this MOU shall be in Tarrant County, Texas.

XVII. Entire Agreement:

This MOU sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and understandings of any kind and nature between them.

XVIII. Modification of MOU:

It is expressly understood and agreed that this MOU may not be altered, amended, waived, modified, or otherwise changed in any respect, except in writing, signed by authorized representatives of the parties to this MOU. The parties acknowledge and agree that they shall make no claims at any time that this MOU has been orally supplemented, modified, or altered in any respect whatsoever.

XIX. Counterparts:

This MOU may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this MOU by signing any such counterpart.

APPENDIX A:

PRE-KINDERGARTEN COLLABORATION BETWEEN CISD AND KIDDYLAND
CHILDCARE CENTER

Program:

- a. KCC shall be operating and directing a PK Program in partnership with CISD;
- b. KCC shall be operating the program as a licensed childcare center under the auspices of Texas Department of Family and Protective Services, Licensing Division of the Texas Health and Human Services Commission;
- c. KCC classrooms are funded for full day by KCC federal Pre-Kindergarten program funding;

d. KCC shall aim to serve up forty-four (44) KCC children in two (2) KCC classrooms. These children are enrolled in CISD and the classrooms do receive funding through CISD. Classrooms will be phased in over time.

e. KCC employees shall have Child Development Associate (CDA) Credential but are not required to have a BA/AA degree or teacher certification.

f. CISD staff members shall have CDA, AA degree, BA degree or teacher certification

g. Family Services shall be provided by CISD and KCC via a full-time Family Engagement Advocate (FEA), and

h. Health Services shall be provided by KCC via a Campus Nurse (LVN)

Personnel:

a. KCC shall provide qualified staff for two (2) center-based classrooms with a minimum adult child ratio of 2:22 for KCC classrooms;

b. CISD shall provide a total of two (2) staff members, one (1) for each Pre-Kindergarten classroom

c. CISD shall provide a substitute for any absent CISD personnel in KCC classrooms.

Facilities:

a. The Pre-kindergarten program shall be provided at Kiddyland Childcare Center, and

b. CISD shall have access to two (2) KCC classrooms. Any questions about access to areas of the building other than the classrooms shall be determined by CISD and KCC operations staff.

c. Parties will develop an Emergency Preparedness Plan with appropriately scheduled drills and monitoring.

Mid-Year Review

Both parties agree to re-evaluate program revenues and expenditures as realized from July 1, 2023 through November 30, 2023. If the actual revenue and expenditures exhibit a significant deviation from planned revenue and expenditures, the parties agree to establish a modified budget plan for the second semester. If mutual agreement can not be reached with regard to a modified budget plan, the parties agree to terminate the agreement with a thirty (30) day notice to the other party.

APPENDIX B:

PRE-KINDERGARTEN COLLABORATION BETWEEN CISD AND KIDDYLAND
CHILDCARE CENTER

CALENDAR

[Program Calendar]

APPENDIX C:

PRE-KINDERGARTEN COLLABORATION BETWEEN CISD AND KIDDYLAND CHILDCARE
CENTER

PROGRAMMING DETAIL

[Additional]