



**Dallas Independent School District**  
**2008-09**

**Early Childhood Education – Guidelines for Partnership**

A childcare center, agency, or organization desiring to partner with the Dallas Independent School District's Early Childhood Department must agree to and abide by the guidelines addressed in this document. Failure to do so may compromise the ability to form a partnership or jeopardize the continuation of an existing partnership with the District.

The participating center must:

1. Be physically located within the boundaries of the Dallas Independent School District.
2. Certify that it is a childcare facility licensed by the State of Texas.

*If a school district contracts with a private entity for the operation of the district's prekindergarten program, the program must at a minimum comply with the applicable child-care licensing standards adopted by the Texas Department of Protective and Regulatory Services under Section 42.042, Human Resources Code. TEC §29.1532, (b)*

3. Provide the Dallas ISD Early Childhood Department with a copy of its current license and inform the Dallas ISD Early Childhood Department immediately of any change in its license status.
4. Be accredited by a nationally recognized early childhood organization and provide a copy of the accreditation certificate.
5. Provide a copy of the accreditation to the Dallas ISD Early Childhood Department when submitting the application for partnership
6. Provide Dallas ISD Early Childhood Department a certificate of general liability insurance naming Dallas ISD as additional insured and waiving any right of subrogation against Dallas ISD.
7. Ensure that no religious programming takes place during the part of the day when the Dallas ISD teacher is working with the children. Centers must provide proper constitutional safeguards. Religious instruction cannot be provided in the prekindergarten program.
8. Agree to use the same curricula used in Dallas ISD classrooms. However, the district may allow eligible agencies to use alternative curricula if upon review it is determined that such curricula are aligned with the TEA's learning standards and provide continuity with the district's early elementary program.
9. Submit a proposed daily schedule indicating how the Dallas ISD teacher will work with each of the two classes of children a minimum of three (3) hours a day every day.

*A full-day program shall be at least seven hours each day including intermissions and recesses. A half-day program is a minimum of three hours. TEC §25.082, (a) SAAH, Section VII, (5-2)*

*"Instructional day" is that portion of the school day in which instruction takes place. This does not include lunch, recess, rest time, etc. SAAH, Section XI, Glossary*

In addition:

- Children identified as English Language Learners (ELL) must be served by a certified, degreed bilingual teacher.



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- Bilingual classrooms staffed by a Dallas ISD teacher must adhere to the district's guidelines for teaching children identified as English Language Learners (ELL).
- If tuition is charged by the center, a copy of the tuition and fees sheet must be submitted to the Dallas ISD Early Childhood Department when submitting the partnership application.
- The prekindergarten program offered at the participating center must be designed to develop skills necessary for success in the regular public school curriculum, including language, mathematics, and social skills as required by TEC §29.1532, (a).
- A site director at the participating center will be identified as the person responsible for coordinating efforts between Dallas ISD and the participating center and must agree to attend an orientation meeting and to meet three times during the year with the director/designee of the Dallas ISD Early Childhood Department to discuss the partnership.
- The classroom area identified must meet at least the minimum space/square foot State requirements needed to adequately accommodate the 3 and 4 year-old children served.

*Classrooms for **prekindergarten**, kindergarten and first grade shall have a minimum of 36 square feet per pupil or 800 square feet per room. TAC §61.1033, (d), (2), (A), (i) TAC §61.1036, (d), (5), (B), (i)*

- There must be at least two co-teachers assigned to the partnership classroom.
- The Dallas ISD curriculum must be used as one of the instructional planning tools for the partnership classroom.
- The center's site director will be responsible for all maintenance and upkeep of the facility.
- The center must agree to participate in ongoing problem solving and evaluation of the partnership.
- The center must agree to provide families with Child Find information if a disability is suspected with any child at the center.
- The participating center must agree to participate in transition activities with the partnering Dallas ISD school.
- The partnering center will be responsible for securing and paying for a substitute teacher should one be needed.

**ENROLLMENT PROCEDURES:**

Children enrolled at the participating center must:

- Reside within the boundaries of the Dallas ISD (A "street look-up" guide is provided on the Dallas ISD home page at [www.dallasisd.org](http://www.dallasisd.org), which will indicate whether or not a child resides within the District's boundaries.)
- Be 3 or 4 years old on or before September 1<sup>st</sup> of the current school year and submit a copy of the birth certificate or baptismal record to the Dallas ISD partnering school within a week of enrolling in the program.
- Be eligible for the prekindergarten program in Texas by qualifying under at least one of the eligibility criteria which include:
  1. unable to speak and comprehend the English language; or
  2. educationally disadvantaged; or
  3. homeless, as defined by 42 U.S.C. Section 11302, 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



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4. 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
  5. the child of an active 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
  6. being a foster child
- Be current on all required immunizations and submit a copy of the shot record to the Dallas ISD partnering school within a week of a child enrolling in the program.
  - Complete all required Dallas ISD enrollment forms including a Home Language Survey, Free/Reduced Lunch Application, Emergency Contact Card, etc. and submit the enrollment forms to the Dallas ISD partnering school within a week of a child enrolling in the program.

**MISCELLANEOUS PROVISIONS:**

- The participating center shall purchase and maintain in force a general liability insurance policy that protects the center from all claims, which arise out of or result from the center's operations under this agreement.
- The center shall hold Dallas ISD harmless and indemnify Dallas ISD for suits, claims or losses sustained by individuals directly or indirectly involved with the performance of services in connection with this agreement.
- This agreement shall not serve to create a principal agent relationship, partnership or joint venture. Each party shall retain control over its own employees and agents.
- No party waives or relinquishes any immunity or defense on behalf of itself, its agents, trustees, officers or employees as a result of entering into this agreement.
- This agreement shall not benefit or obligate any person or entity that is not a party. The parties shall cooperate fully in opposing any attempt by any third party to claim any benefit, protection or other consideration under this agreement.
- Any notice required under this agreement must be in writing.
- This agreement may not be assigned by either party without the prior written consent of the other party.
- Both parties agree to abide by the rules and regulations or standards set by both law and regulatory agencies.

**TERMINATION:**

Dallas ISD or the participating center may terminate the Agreement, with or without cause, by giving sixty (60) days written notice to the other partner.

**TERM:**

This agreement is in effect from August 1, 2008, through June 10, 2009, unless earlier terminated as provided herein.