SPECIAL EDUCATION INTERLOCAL AGREEMENT
ESC 19 HEAD START AND
San Elizario ISD

I. Agencies Represented

This Interlocal Agreement is between the Head Start Program administered by the ESC 19 Head Start ("ESC 19") and the San Elizario Independent School District as the responsible Local Education Agency ("LEA") for the purpose of providing special education services to children with disabilities enrolled in the Head Start Program who reside within the District for the 2026-2027 LEA school year.

II. Purpose of Agreement

In order to facilitate further cooperation between the above-named programs for services to children with disabilities, the following agreement is made. All areas of collaboration involving LEA and the ESC 19 Head Start Program will be in accordance with the policies and procedures of all sponsoring agencies. In order to facilitate collaboration between the above-named agencies for the identification, evaluation, eligibility determination, placement, and provision of special education and related services for children with disabilities, this agreement establishes procedures consistent with the Individuals with Disabilities Education Act (IDEA), 34 CFR Part 300, and the Head Start Program Performance Standards (45 CFR §§1302.33, 1302.61, and 1302.63). Both agencies agree to collaborate to ensure timely identification, referral, evaluation, service delivery, transition planning, and information sharing, consistent with parental consent and confidentiality requirements.

III. Agency Responsibilities

A. Initial Procedures

1. LEA

a. The LEA will designate a liaison to work with both Head Start staff in the district and the ESC 19 Disabilities and Mental Health Program Manager.

b. The LEA Liaison will inform Head Start of appropriate procedures for special education referrals as implemented in the LEA.

c. The LEA Liaison will inform Head Start about appropriate training opportunities available for Head Start teachers and parents of children with disabilities. The LEA Liaison will share upcoming appropriate training opportunities for Head Start teachers and parents of children with disabilities during the ESC 19 Special Education Director Meetings or by email.

d. The LEA will provide the Head Start Disabilities and Mental Health Program Manager with current contact information for the designated special education liaison, referral contact, records request contact, evaluation coordinator, and any other personnel responsible for coordinating services under this Agreement.

2. ESC 19 HEAD START PROGRAM

a. ESC 19 will designate a Head Start Disabilities and Mental Health Program Manager and Liaison.

b. The Head Start Disabilities and Mental Health Program Manager will collaborate with the LEA Liaison to coordinate respective duties and procedures to permit each Agency to fulfill its respective obligations within the timeframes required by law.

c. Head Start will obtain written parental consent prior to the release of confidential records, in accordance with FERPA, IDEA, and the Head Start Program Performance Standards.

B. Child Find Referrals to LEA

1. LEA

a. In order to satisfy Child Find responsibilities, the LEA will receive, track, and process each referral for special education as required under IDEA and in accordance with timelines.

b. LEA will initiate the first parent contact attempt within ten business days after receiving a referral from Head Start and provide registration information.

c. LEA will contact the Head Start Disabilities and Mental Health Program Manager or Liaison when unable to reach the parent.

d. LEA will contact the Head Start Disabilities and Mental Health Program Manager or Liaison if the parent refuses for the child to be evaluated.

e. The LEA will acknowledge receipt of Head Start referrals within five (5) business days and, upon request, provide referral status updates until eligibility has been determined.

f. The LEA will notify Head Start when evaluation appointments are scheduled, when evaluations cannot be completed within required timelines, or when additional information is needed, as permitted by parent consent.

2. ESC 19 HEAD START PROGRAM

a. Head Start will promptly refer any enrolled 3, 4, or 5-year-old children suspected of having a disability and a need for specialized instruction in accordance with IDEA to the LEA Special Education Department. Referral will include:

- Consent for disclosure of confidential information signed by parent;
- Relevant assessments, including vision and hearing screening;
- Sociological information reasonably relevant to the evaluation;
- Any other relevant information for the special education referral process.

b. Head Start will email all referrals to the LEA Special Education Department office within 3 business days of Head Start's receipt of parental consent for evaluation. Head Start will submit referrals within three (3) business days following receipt of signed parental consent and completion of the referral packet.

c. Head Start will contact the LEA to follow up on referrals on a monthly basis via report to the LEA Liaison.

d. Head Start will assist the LEA in contacting the parent if the LEA has not been able to reach the parent.

e. Head Start will maintain documentation of referral dates and collaborate with the LEA to monitor compliance with IDEA timelines.

C. Assessment Procedures

1. LEA

a. The LEA will provide appropriate assessment for children referred to the district for a suspected disability within legal timelines from which the date the consent is signed. The LEA will obtain informed written consent for evaluation and complete all assessments, eligibility determinations, and ARD meetings within IDEA and Texas Education Agency timelines.

b. Following appropriate parental consent, the LEA will provide Head Start with copies of the relevant portions of the Full Individual and Initial Evaluation (FIIE), eligibility determination, ARD/IEP, and any amendments necessary for implementation of services.

c. A written assessment and eligibility report will be completed by the evaluator, which will be provided to the Head Start representative at the initial ARD, when a Head Start representative is in attendance. If the Head Start representative is not present, then any records legally authorized for disclosure ~~paperwork~~ will be forwarded to the Head Start Disabilities and Mental Health Program Manager via email at cramirez01@esc19hs.net and to llasalde-rios@esc19hs.net.

d. LEA will contact the Disabilities and Mental Health Program Manager if unable to contact parents.

2. ESC 19 HEAD START PROGRAM

a. Head Start will inform LEA if a child has received prior formal assessments from a private agency/provider, with parental consent. Head Start will provide copies of formal assessments to LEA upon request.

b. Head Start teaching staff will complete developmental observations, classroom reports, behavior rating scales, and other evaluation information requested by the LEA to assist in determining eligibility.

c. Head Start will provide appropriate space within the Head Start center for evaluations whenever feasible.

D. ARD Procedures

1. LEA

a. LEA will contact and invite the Disabilities and Mental Health Program Manager or Head Start representative to ARD meetings to be held for children being considered for placement in Head Start or for those children with disabilities currently enrolled in Head Start. LEA will notify Head Start of the ARD meeting at least five days in advance.

b. The LEA will consider developmental information, classroom observations, and recommendations provided by Head Start staff during eligibility determination and IEP development.

c. If the Head Start representative is unable to attend the ARD, LEA will provide Head Start with a copy of the relevant portions of the ARD / IEP, assessment report, and eligibility report. LEA will email it to cramirez01@esc19hs.net and llasalde-rios@esc19hs.net.

2. ESC 19 HEAD START PROGRAM

a. A representative from Head Start will be invited to the ARD / IEP meeting in the following instances:

i. for currently enrolled Head Start student
ii. for a student being considered for Head Start placement
iii. for annual review meeting

b. Head Start will provide present level of academic achievement and functional performance and speech progress notes for children in Head Start only, and receiving speech therapy with Head Start when requested by LEA at least two weeks prior to Annual ARD.

c. Head Start representatives will participate in ARD meetings, when available, to provide information regarding the child's educational performance, functional skills, classroom accommodations, and family concerns.

E. Implementation of Services

1. LEA

a. The LEA will ensure services are provided ~~in the Least Restrictive Environment (LRE)~~ as determined by the ARD Committee in accordance with IDEA.

b. The LEA will provide special educational and related services, required by an IEP, to children in Head Start who are dual enrolled in both settings and will provide the necessary equipment as noted in the ARD/IEP.

c. The LEA will notify Head Start of any changes to the student's IEP, service schedule, or placement that affect services provided within the Head Start setting.

2. ESC 19 HEAD START PROGRAM

a. The LEA will provide services to all children in Head Start who are dually enrolled in both settings.

b. The LEA will provide educational and related services, such as OT / PT, for children in Head Start and will provide the necessary equipment as noted in the ARD/IEP.

c. Head Start teaching staff will implement classroom accommodations, modifications, and behavioral supports identified within the child's IEP that are appropriate to the Head Start setting.

d. Head Start staff will collaborate with LEA personnel regarding implementation of services and progress monitoring. Head Start will promptly notify the LEA of scheduling or other barriers to providing IEP services in the Head Start setting.

F. Background Checks and Safety Requirements

1. LEA

a. The LEA certifies that its own ~~all~~ employees, contractors, and service providers assigned to provide services within Head Start facilities have met all applicable federal, state, and local criminal history background check requirements and are eligible to work with children in accordance with Texas law and LEA policy.

b. The LEA shall ensure its personnel comply with all Head Start site safety, security, confidentiality, visitor management, and emergency procedures while providing services at Head Start locations.

c. LEA personnel shall maintain appropriate professional licensure and certifications required to provide special education and related services.

2. Head Start

a. Head Start will provide LEA personnel with information regarding applicable site procedures, including visitor sign-in requirements, emergency response procedures, health and safety protocols, and any program-specific requirements prior to providing services on campus.

b. Head Start will provide LEA personnel reasonable access to facilities necessary to implement services identified in the child's IEP while maintaining a safe and secure learning environment for all children.

c. Head Start certifies that its own employees, contractors, and service providers assigned to provide services within Head Start facilities have met all applicable federal, state, and local criminal history background check requirements and are eligible to work with children in accordance with Texas law and LEA policy.

d. Head Start will promptly notify the LEA of any health, safety, or security concerns that may affect service delivery.

~~b.~~c. Head Start shall notify the LEA in writing, within twenty-four (24) hours of any allegation or evidence that Head Start or any of its employees or agents, engaged in misconduct requiring a report under Texas Education Code 22A. Head Start shall provide all known relevant information and comply with any independent reporting obligations imposed by law.

G. Transition Procedures

1. LEA

a. Participate with Head Start in transition planning activities for children entering public school.

b. Coordinate transition meetings as appropriate.

c. Share enrollment procedures with families.

2. Head Start

a. Coordinate transition activities with families and the LEA.

b. Provide child records with parent consent.

c. Participate in transition meetings.

H. Confidentiality

Both agencies shall maintain confidentiality of student information in accordance with IDEA, FERPA, HIPAA (when applicable), and the Head Start Program Performance Standards. Records shall only be exchanged with documented parental consent unless otherwise permitted by law.

I. Data Sharing

Both agencies agree to share only minimum information necessary for educational planning, service coordination, Child Find, and implementation of services following receipt of appropriate parental consent. Head Start and LEA designated the other party as an "school official" for the purpose of FERPA. Educational data may not be shared with third parties that have not been designated as "school officials" or otherwise authorized by parent. Neither Party may share educational data with a third party unless the disclosure is authorized by the Data Sharing Agreement, valid consent or applicable law. E.F. Each Party will notify the other without unreasonable delay, and in no event later than twenty-four (24) hours after discovery, of any suspected or confirmed unauthorized access, acquisition, use, disclosure, loss, destruction, or security incident involving shared data, credentials, or systems. The responsible Party will investigate, mitigate, preserve evidence, cooperate with legally required notices, and bear reasonable response costs to the extent caused by its acts or omissions.

J. Dispute Resolution

In the event concerns arise regarding implementation of this agreement, the designated LEA Liaison and Head Start Disabilities and Mental Health Program Manager will meet within ten (10) business days to resolve concerns prior to elevating issues to agency administration.

IV. Term

The term of this Agreement shall be for a primary term coterminous with the 2026-2027 LEA school year. The Agreement shall automatically renew annually. This Agreement shall be reviewed annually by both parties and revised as necessary to remain compliant with changes in federal or state law. Either party to this Agreement may terminate the Agreement at any time for any reason by giving the other party 90 days' advance written notice. Either party to this Agreement may terminate this Agreement at its option if the other party has materially breached this Agreement and such breach continues for more than 30 days after written notice from the non-breaching party to the breaching party. Notwithstanding anything herein to the contrary, either party may terminate this Agreement at the end of any budget year in the event funds for the succeeding budget year have not been appropriated, despite good faith efforts to do so.

V. Miscellaneous

A. **Entire Agreement.** This instrument contains the entire agreement between the parties and supersedes all other prior negotiations, undertakings, notes, memoranda, and agreements, whether written or oral, concerning the specific subject matter hereof.

B. **Waiver.** No waiver, alteration, amendment, or modification of this Agreement, or any covenant, condition, or limitation contained in this Agreement, is valid unless in writing and duly executed by the party to be charged therewith. No waiver by any party of any breach of any provision herein shall be construed to be a waiver of any succeeding breach of the same provision or the nonperformance of any other obligation contained herein.

C. **Illegality/Unenforceability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable, then (1) the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, and (2) this Agreement shall be construed so as to effectuate as nearly as possible the intent of said provision and the intent of the parties hereto.

D. **Successors and Assigns.** This Agreement, and the rights and benefits under this Agreement, shall not be assignable without the written consent of each of the parties hereto.

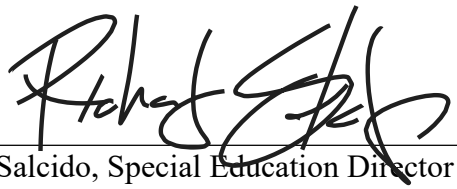
E. **Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. No provision of this Agreement is a consent to suit.

F. **Third Parties**. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.

G. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties

hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

H. **Electronic Signatures.** The parties agree that the electronic signature of this Agreement shall be deemed to be valid, binding, and legally enforceable.



11/3/2026

Richard Salcido, Special Education Director
San Elizario ISD

Date

Dr. Jeannie Meza-Chavez, Superintendent
San Elizario ISD

Date

Socorro Rodriguez, Head Start Director
ESC19 Head Start Program

Date

Dr. Armando Aguirre, Executive Director
ESC19

Date