



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of Non-Financial Interlocal Cooperative Agreement between Webb County for the Head Start Program and United Independent School District

SUBMITTED BY: Gloria S. Rendon **OF:** Deputy Superintendent

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: November 16, 2022

RECOMMENDATION:

It is recommended that the USD Board of Trustees approve the Non-Financial Interlocal Cooperative Agreement between Webb County for the Head Start Program and United Independent School District

RATIONALE:

BUDGETARY INFORMATION:

POLICY REFERENCE & COMPLIANCE:

**NON-FINANCIAL INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WEBB COUNTY FOR THE HEAD START PROGRAM
AND
UNITED INDEPENDENT SCHOOL DISTRICT**

This agreement is made and entered into by and between Webb County, a political subdivision of the State of Texas, acting through its County Judge as authorized by its Commissioners Court for its Head Start Program (hereinafter referred to as “**Webb County**”), and the **United Independent School District**, a political subdivision of the State of Texas, acting by and through its Superintendent as authorized by its School Board (hereinafter referred to as “**U.I.S.D.**”) pursuant to Chapter 791, Texas Government Code, “Interlocal Cooperation Act.”

RECITALS:

WHEREAS, Webb County and U.I.S.D. are political subdivisions of the State of Texas; and

WHEREAS, Webb County and U.I.S.D. recognize the value of providing educational services to children in the community; and

WHEREAS, Webb County and U.I.S.D. agree that children enrolled in the Head Start Program, both disabled and non-disabled, deserve appropriate educational and transition services; and

WHEREAS, Webb County and U.I.S.D. agree to cooperate for the provision of services to disabled children enrolled in the Head Start Program through U.I.S.D.’s Special Education Department; and

WHEREAS, Webb County and U.I.S.D. agree to cooperate for the provision of services to prepare children enrolled in the Head Start Program in making the transition to elementary school through U.I.S.D.’s specially designed Transition Program; and

WHEREAS, Webb County and U.I.S.D. agree to cooperate for the provision of counseling and guidance regarding child care, parenting skills, and continuing education for teen parents through U.I.S.D.’s Pregnancy, Education, and Parenting (“PEP”) Program; and

WHEREAS, Webb County and U.I.S.D. recognize the necessity of cooperation and collaboration in making the above-mentioned services available to both disabled and non-disabled pre-school and school age children; and

WHEREAS, Webb County and U.I.S.D. recognize that the identification, referral, assessment and placement of disabled children is beneficial to the children, their parents, and the community at large; and

WHEREAS, Webb County and U.I.S.D. desire to enter into an agreement to continue to efficiently and effectively provide such services for the community;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows:

SPECIAL EDUCATION PROGRAM

1. U.I.S.D. and Webb County through the Head Start Program agree to work together toward identifying disabilities in children, developing a referral system, assessing children with disabilities, preparing an Individual Educational Plan (“IEP”) review, participating in the Admission, Review, and Dismissal Committee (“ARD”), providing individual instruction, facilitating the transition of disabled children to school at the district, and increasing public participation in the planning process. Therapists at the special education department of U.I.S.D. that will provide special services to children of the Head Start program must have current credentials.

- A. IDENTIFYING DISABILITIES IN CHILDREN

U.I.S.D. and Head Start will cooperate in identifying disabilities in children by inviting respective staff to participate in education sessions on identifying the initial signs and characteristics of disabilities in children. Parents will be kept informed.

- B. DEVELOPING A REFERRAL SYSTEM

U.I.S.D. and Head Start will cooperate in the development of a system for referrals of pre-school age children to the district. The district’s educational liaison will serve as the contact person for the district. A disability coordinator will serve as the contact person for the Head Start program.

- C. CHILD ASSESSMENT

U.I.S.D. and Head Start will coordinate to determine a child’s disabling condition, educational needs, and possible eligibility for special education services. Compliance with state and federal mandates for determining program eligibility and timelines for the delivery of services is a priority. Prior to an assessment, the educational liaison shall ensure that a parent/guardian is provided with a copy and explanation of Explanation of Procedure Safeguards at the referral committee. A representative from Head Start shall be invited to participate on the referral committee.

- D. INDIVIDUAL EDUCATIONAL PLAN
ADMISSION, REVIEW, AND DISMISSAL COMMITTEE

The Admission, Review, and Dismissal Committee (“ARD”) shall develop an Individual Educational Plan (“IEP”) for services based upon information gathered and analyzed during the assessment process. Both U.I.S.D. and Head Start staff should serve on an IEP team responsible for approval, disapproval, and the review of Individual Educational Plans for students enrolled as disabled. The IEP should indicate clearly the short-term instructional objectives and the personnel responsibilities. Based upon the necessary services and amount of time needed to provide those services, U.I.S.D. has three arrangements for dual enrollment. A copy of the ARD packet will be provided to the Head Start program. A progress report for all children will be provided to Head Start.

E. INDIVIDUAL INSTRUCTION

Students enrolled in Head Start who are found to be disabled are eligible to receive individual instruction and related services from the district's public schools on the basis of dual enrollment. The Admission, Review, and Dismissal/Individual Educational Plan Committee shall identify specific instructional arrangements. If the Admission, Review, and Dismissal/Individual Educational Plan Committee determine that individual instruction and related services are to be provided by the schools, the students shall be enrolled in the public schools in order to receive individualized instruction and/or related services.

F. CONFIDENTIALITY

Both U.I.S.D. and Head Start will observe all federal and state laws and regulations pertaining to the confidentiality of each child's records, including the Family Educational Rights and Privacy Act ("FERPA").

G. PUBLIC PARTICIPATION IN PLANNING PROCESS

U.I.S.D. will notify Head Start when applications for federal funding related to disabled students are being developed. The public shall have an opportunity to participate in this development process and the needs of Head Start students shall be considered in the plan. Written notices will be utilized to inform Head Start of application developments and of the opportunity to participate.

H. TRANSITION OF DISABLED CHILD

The Head Start program and U.I.S.D. will cooperate in facilitating the transition of disabled children to elementary school. Four months prior to a child's fifth birthday the Head Start disability coordinator will prepare a transition packet for submission to the district. U.I.S.D. will be responsible for reviewing referral packets submitted by Head Start.

TRANSITION PROGRAM

2. Webb County, through the Head Start Program, and U.I.S.D.'s desire to facilitate the transition of children enrolled in the Head Start Program to elementary schools throughout the district and promote the access of Head Start children and their parents to the community.

A. Duties of United Independent School District

U.I.S.D. agrees to provide transition field trips to kindergarten classes at elementary schools within the district that the Head Start children will be attending. Such field trips will include a tour of the school, information regarding requisites to pre-registration, and pre-registration if the necessary documentation is provided. U.I.S.D. agrees to plan and coordinate with the Head Start program information sessions and/or workshops for Head Start parents, including some regarding requirements for participation on the transition board committee. Additionally, U.I.S.D. school

nurses will work with the Head Start health specialist in evaluating children that are not current in their immunization records and will maintain good communication with the Head Start program transition/training specialist.

B. Duties of Webb County for its Head Start Program

Webb County, through its Head Start program, will provide a transition/training specialist who will serve as the contact person for the transition field trips to the schools. Additionally, Head Start will arrange and coordinate schedules and will provide transportation for transition field trips. Head Start will inform parents of the time, place, and requirements for the enrollment of children in kindergarten at U.I.S.D.'s elementary schools. The Head Start health specialist will also obtain the documentation needed for the school nurses to evaluate the Head Start children, including immunization records, and written authorizations from parents.

PREGNANCY, EDUCATION, AND PARENTING (PEP) PROGRAM

3. The U.I.S.D. Pregnancy, Education and Parenting ("PEP") Program offers services such as counseling and guidance in the areas of childcare, parenting skills, and continuing education for teen parents.

A. Duties of United Independent School District

The U.I.S.D. PEP Program agrees to work with the Head Start program in community partnership to provide counseling, assist with childcare for younger children of teen parents, provide parenting skills for teen parents of the Head Start program, and to provide progress made as a result of the services to the family.

B. Duties of the Head Start Program

The Head Start program will provide families with referral services depending upon the family's needs as determined by interviews with social services staff. Additionally, Head Start will provide the family with information and documentation needed to apply for the services. Head Start social service staff will follow-up with families who may be in need of further assistance.

TERM

4. This agreement shall begin on September 1, 2022 and end on August 31, 2027.

COMPENSATION

5. U.I.S.D. will not compensate Webb County, and Webb County will not compensate U.I.S.D. for any services provided or performed under this agreement. All services provided under this agreement by U.I.S.D. and Webb County are on an "in-kind" basis. Webb County and U.I.S.D. are each responsible for its own costs incurred hereunder.
6. It is the intention of the parties that under this agreement U.I.S.D. is an independent contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of U.I.S.D.'s profession. It is the intention of the parties that under this agreement Webb County is an independent contractor and not an employee

of U.I.S.D. In this regard, U.I.S.D. shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Webb County's profession.

INSURANCE

7. At its expense, Webb County shall maintain, during the Term of this agreement, comprehensive public liability insurance insuring Webb County and U.I.S.D. against liability for injury to persons or property occurring in or about Webb County premises. Webb County shall carry and maintain public liability insurance in a minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per incident, in which U.I.S.D. shall be named as additional insured.

At its expense, U.I.S.D. shall maintain, during the Term of this agreement, comprehensive public liability insurance insuring U.I.S.D. and Webb County against liability for injury to persons or property occurring in or about U.I.S.D. premises. U.I.S.D. shall carry and maintain public liability insurance in a minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per incident, in which Webb County shall be named as additional insured.

APPLICABLE STANDARDS

8. In performing the services under this agreement, Webb County and U.I.S.D. shall observe and comply with all applicable federal and state laws, and any rules and/or regulations affecting the services to be provided hereunder.

ENTIRE AGREEMENT

9. This agreement constitutes the entire agreement between the parties for the services to be provided hereunder, and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreement altering or supplementing the terms hereof may be made except by means of written document(s) signed by the duly authorized representatives of the parties hereto.

GOVERNING LAW

10. The laws of the State of Texas hereunder shall govern the validity of this agreement and any of its terms or provisions, as well as the rights of the parties and shall be enforced in the state county or district courts of Webb County, Texas.

NON-DISCRIMINATION

11. U.I.S.D. and Webb County shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.

NOTICES

12. Any notice required hereunder shall be in writing and hand-delivered or mailed via certified mail to the respective parties as follows:

On behalf of Webb County to:

Webb County Head Start Program

**c/o Aliza Flores Oliveros, Director
P.O. Box 2379
Laredo, Texas 78044**

On behalf of U.I.S.D. to:

**United Independent School District
201 Lindenwood Rd.
Laredo, Texas 78045**

NO PARTNERSHIP OR JOINT VENTURE

13. This agreement does not create a partnership or joint venture between the parties hereto, nor does it authorize either party to serve as a legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party, except as agreed upon in this agreement.

AMENDMENT

14. No changes in this agreement shall be made except upon written agreement by both parties.

PROHIBITION AGAINST ASSIGNMENT

15. There shall be no assignment or transfer of this agreement without the prior written consent of both parties hereto.

Signed in duplicate originals on this the ____ day of _____, 2022.

COUNTY OF WEBB

UNITED INDEPENDENT SCHOOL DISTRICT

**Hon. Tano E. Tijerina
Webb County Judge**

**Mr. David H. Gonzalez
Superintendent**

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Webb County Attorney*

***By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**