

No. _____



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Approval of Interlocal Agreement between Webb County and United ISD for Webb County

Head Start Program

SUBMITTED BY: Eduardo Zuniga **OF:** Associate Superintendent for Student Services

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: October 17, 2007

RECOMMENDATION:

RATIONALE:

BUDGETARY INFORMATION

BOARD POLICY REFERENCE AND COMPLIANCE

INTERLOCAL AGREEMENT
BETWEEN WEBB COUNTY
AND UNITED INDEPENDENT SCHOOL DISTRICT
FOR WEBB COUNTY HEAD START PROGRM

This Agreement 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, 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 "UISD," pursuant to Chapter 791, Texas Government Code, Interlocal Cooperation Act.

WITNESSETH

WHEREAS, Webb County and UISD are political subdivisions of the State of Texas;
and

WHEREAS, Webb County and UISD each perform governmental functions regarding the provision of educational services to children of our community; and

WHEREAS, UISD has elected to provide an early childhood certified teacher to instruct students at the Webb County Head Start Program; and

WHEREAS, Webb County and UISD desire to contract to continue to efficiently and effectively provide such governmental services for our community;

WHEREAS this agreement outlines the responsibilities that UISD and Webb County will have in the implementation of the Texas Education Agency School Readiness Integration Plan;

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

I.

United Independent School District Services

UISD will perform the following services:

- (1) Provide one (1) UISD early childhood certified teacher to instruct eligible students at Webb County Head Start for three (3) daily hours;
- (2) Provide state adopted curricular materials to be utilized by Webb County Head Start and annually evaluate the effectiveness of the partnership; and
- (3) Facilitate professional development for partner educators and submit all required reports.

II. Webb County Obligations

Webb County will perform the following services:

- (1) Identify the eligible Pre-kinder (PK) students to be serviced within the current Head Start Center.
- (2) Structure the instructional day to accommodate the three (3) hours of instruction by the UISD teacher;
- (3) Provide a teacher assistant to support the classroom teacher;
- (4) Continue to support participant families in collaboration with UISD designated certified teacher.
- (5) Provide consumable supplies for students; and
- (6) Provide assistance with preparation of instructional materials for daily lessons.

III. Consideration

In consideration of Webb County's obligations herein mentioned above, UISD agrees to provide the services, as listed above.

IV. Term of Agreement

Unless sooner terminated as hereinafter provided, the terms of this Agreement shall commence on August 27, 2007 and end on May 31, 2008. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice by either party.

V. Employment Status

It is understood and agreed to by the parties hereunder that the UISD teacher shall at all times be an employee of UISD and not employee of County. In this regard UISD shall be responsible for the performance evaluations of the teacher and may be assisted by the Head Start Director in evaluating the performance of said teacher while under the direction of the Head Start Program. As an employee of UISD, the Head Start Program is immune from liability to the same extent, as all School District employees are immune from liability.

Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Any and all joint venture or partnership status is hereby

expressly denied and the parties expressly state that they have not formed, either express or impliedly, a joint venture or partnership.

Webb County, its employees, agents, and representatives, are not in any manner employed by United Independent School District. Additionally, it is agreed upon, that the United Independent School District's employees, agents, and representatives, are not employees of or agents of Webb County. Each political subdivision is responsible for the acts or omissions of its own employees, agents, or representatives

VI. INSURANCE AND LIABILITY

Webb County, at its own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without retention, or a self-insurance program, allowed and provided by law, which shall cover liability for property damage and personal injury.

Webb County and UISD shall each be liable for their own acts of negligence, to the extent provided by law.

VII. ASSIGNMENT

This agreement shall not be assigned by either party unless written authorization is first obtained from other party.

VIII. AMENDMENT

No amendment, modification or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto and approved by the governing parties.

IX. NON-DISCRIMINATION

Any discrimination by UISD or Webb County or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in employment practices or in the use of or administration of the Webb County Head Start Program is strictly prohibited

VI. Applicable Standards

In performing the services under this Agreement, Webb County and UISD shall observe and comply with all applicable state laws, rules, and regulations affecting the services to be provided hereunder.

VII.
Entire Agreement

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 documents(s) signed by the duly authorized representatives of the parties hereto.

VIII.
Governing Law

The validity of this Agreement and any of its terms or provisions, as well as the rights of the parties hereunder shall be governed by the laws of the State of Texas.

IX.
Notices

Any notice required hereunder shall be in writing and hand delivered or mailed to the respective parties as follows:

TO: WEBB COUNTY
Ms. Aliza Oliveros
Webb Head Start Director
5904 West Drive
Laredo, Texas 78041

TO: UISD
Mr. Roberto J. Santos
Superintendent
United Independent School District
201 Lindenwood Road
Laredo, Texas 78045

X.
Partial Invalidity

If any provision, section, subsection, paragraph, sentence, clause, or phrase of this Agreement, or the application of same to any person or set of circumstances, shall, for any reason, be held by a Court of competent jurisdiction to be invalid, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

EXECUTED in duplicate originals this ____ day of October, 2007.

WEBB COUNTY

UNITED INDEPENDENT SCHOOL DISTRICT

Hon. Danny Valdez
Webb County Judge

Roberto J. Santos., Superintendent
United Independent School District

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Homero Ramirez
Webb County Attorney

Juan J. Cruz
UISD Attorney