



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Approval of Memorandum between The United Independent School District, and Webb County

Head Start At Henry Cuellar Elementary

SUBMITTED BY: Cynthia Rodriguez **OF:** Executive Director of Elementary School Education

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: May 18, 2016

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees Approve the Memorandum between The United Independent School District, and Webb County Head Start At Henry Cuellar Elementary.

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED INDEPENDENT SCHOOL DISTRICT
AND WEBB COUNTY HEAD START AT HENRY CUELLAR ELEMENTARY**

This Memorandum of Understanding (MOU) is hereby entered into by and between the United Independent School District, a Texas political subdivision (hereinafter referred to as "UISD"), and the Webb County Head Start (hereinafter referred to as Head Start).

a. Program Description

The purpose of this MOU is to establish the terms and conditions under which UISD and Head Start will share in the operation and monitoring of two (2) full day pre-kindergarten classrooms. This project will establish collaborative pre-kindergarten classrooms with certified teachers from LISD and teacher assistants from Head Start that will serve both three and four-year-old children who meet the eligibility regulations for pre-kindergarten enrollment as determined by the LISD/Webb County Head Start enrollment guidelines. In addition, UISD and Head Start will collaborate to integrate into each pre-kindergarten classroom one teacher employed by UISD and one teacher assistant employed by Head Start to teach 4 year old students who qualify under current state and federal requirements in an UISD classroom using a state approved early childhood curriculum.

b. Term of Agreement

1. This Agreement becomes effective on the date of United ISD Board Approval, and will remain in effect through August 31, 2021.
2. This Agreement shall remain in effect for a period of 5 scholastic calendar years beginning with the 2016-2017 school year through the 2020-2021 school years.
3. Non-Appropriation of Funds. UISD shall use its best good faith efforts to appropriate sufficient funds for its financial obligations under this Agreement for each fiscal year that this Agreement remains in effect. Notwithstanding any language to the contrary in this Agreement, in the event sufficient funds are not appropriated by UISD to continue its financial obligations under this Agreement for any fiscal year of the school district, UISD shall have the right to serve and terminate any provision of this Agreement creating a financial obligation on the district, effective the last day for the fiscal year for which appropriations were received without penalty or expense to UISD. In the event of such non-appropriation, UISD shall provide Head Start written notice sixty (60) days prior to the end of its current fiscal year confirming that any such provision will be so terminated.

c. Rights and Responsibilities of UISD

1. UISD will provide two (2) classrooms at the Henry Cuellar Elementary School with a 20 to 1 student ratio for PreK4 as determined by the Webb County Head Start guidelines.
2. UISD will provide full day instruction from 7:45 a.m. to 2:45 p.m. in the shared classrooms.

3. UISD will provide state approved curriculum and classroom resources for best practice classroom instruction.
4. UISD will provide regular staff development sessions to present teachers with current best practice instructional methods.
5. UISD will provide registration and attendance procedures to optimize student enrollment and daily assistance to class.
6. UISD will provide daily attendance records to Head Start personnel.
7. UISD will provide breakfast and lunch in the shared classrooms through the National School Lunch Program and claim reimbursement for breakfast and lunch effective August 24, 2016 until this agreement is terminated. United Independent School District will not provide a PM snack as it will be provided by the Head Start program. This will avert a conflict of interest and/or a possible non-compliance issue. The Family Style Program will be utilized during the students' lunchtime.
8. UISD will provide one teacher for each of the two (2) pre-kindergarten classrooms. It is understood and agreed to by the parties that these teachers shall remain employees of UISD and not employees of Webb County and shall be subject to all of UISD's policies, regulations and procedures. UISD shall be responsible for the evaluation of the teachers provided pursuant to this Agreement.
9. UISD retains the right to direct Head Start to immediately remove and replace any Head Start teacher assistant working in UISD's pre-kindergarten classrooms.
10. UISD shall invoice Head Start in the amount of \$25,000.00 per integrated teacher for a total of \$50,000.00 per year, to be made in twelve (12) equal monthly installments beginning on September 1, 2016. This agreement will automatically renew on a month-to-month yearly basis with the final contract end date of August 31, 2021.

d. Rights and Responsibilities of Head Start

1. Head Start shall pay to UISD the amount of \$50,000.00 per year, to be made in twelve (12) monthly installments each year. Head Start shall pay each monthly installment within thirty (30) days of its receipt of UISD's invoice.
2. Head Start will provide one teacher assistant for each of the two (2) classrooms. Head Start shall pay the full salary and benefits for each of their classroom teacher assistants. It is understood and agreed to by the parties that these teachers shall remain employees of Head Start and not employees of UISD. The teacher assistants provided by Head Start are not entitled to receive employee benefits of any kind from UISD, including, but not limited to, unemployment compensation, workers' compensation, health insurance or retirement benefits. Head Start assumes full responsibility for workers compensation insurance (or

alternative) and for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Head Start and its employees. Head Start shall be responsible for the evaluation of its teacher assistants provided pursuant to this Agreement.

3. Through this agreement, it confirms that the United Independent School District has given permission for the sponsoring organization, Head Start program, to provide daily PM snacks to the students in the shared classrooms and claim reimbursement for these snacks through the Child and Adult Food Program only.
4. Head Start's teacher assistants in the integrated classrooms will meet the SB9 fingerprint, licensing and criminal history requirements.
5. Head Start teacher assistants will complete and submit to ISD the UISD Parent Volunteer Form, TB Questionnaire, Criminal History Authorization Form and the DPS Computerized Criminal History Verification Form.

e. PEIMS/ADA (average daily attendance)

UISD shall remain responsible for PEIMS/ADA (average daily attendance) reporting requirements for each of its students participating in the Program, and UISD will claim ADA in accordance with pre-kindergarten guidelines. Students in shared classrooms will adhere to the UISD scholastic year calendar. UISD will comply with all TEA accountability system requirements for the students.

f. Confidentiality of Student Information

1. Both Parties agree to maintain, in accordance with all applicable federal, state, and local laws, records of all UISD students. The parent(s) of any authorized student shall have access to his or her child's records. Any UISD/Head Start employee with a legitimate educational interest in any students' records as maintained by the Program shall have access to the said records.
2. In accordance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g) and UISD Board Policy series FL, all records relating to UISD students, which are generated or maintained by any employee of the Program, shall be considered education records, whether or not the records are generated at the respective school district. Both parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and UISD/Head Start Board Policy series FL. The Parties shall not release education records to any third party without prior written consent by the student's parent or other person in lawful control of the student or by a student who is 18 years of age or older, except as otherwise permitted by law.

g. Notices

Notices to the parties hereto required or appropriate under this Agreement shall be deemed sufficient if in writing and faxed or mailed, registered or certified mail, postage prepaid, addressed to:

TO: United Independent School District
Attn: Dr. Roberto J. Santos, Superintendent
201 Lindenwood
Laredo, Texas 78040

TO: Webb County Head Start
Attn: Mrs. Aliza Oliveros, Executive Director
5904 West Drive, Suite 7
Laredo, Texas 78041

h. General Conditions

1. No Partnership or Joint Venture

This Agreement does not create a partnership or a joint venture between the Parties hereto, nor does it authorize either party to serve as the 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, expressed or implied, against or in the name of or on behalf of the other party, except as agreed in this MOU.

2. 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, void, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

3. Integration

This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms of this Agreement must be in writing and signed by the parties.

4. Indemnification

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that Webb County is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding Webb County's liability beyond the statutory limits of the Texas Tort Claims Act of under existing law, and furthermore, without waiving Webb County's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, shall indemnify and hold harmless UISD and UISD's officers, agents, employees, and assigns from all suits, actions, or other claims of any character brought for or on account of injury to a person or property arising from Webb County's own acts of negligence in carrying out its obligations under this agreement.

5. Law of Texas

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.

6. Amendment

No changes to this Agreement shall be made except upon written agreement of both parties.

7. Headings

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

8. No Waiver

No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any here of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other right, power or privilege.

9. Counterparts

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

10. Rule of Construction

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

11. No Waiver of Immunity

Neither Head Start nor UISD waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

12. Legal Compliance

The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. This agreement is subject to all applicable present and future valid laws governing the Juvenile Justice Programs applicable to school district and /or County Juvenile Probation Departments. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform to the requirements of such law, regulation or rule.

13. Prohibition Against Assignment

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

Executed this ____ day of _____, 2016.

WEBB COUNTY HEAD START

THE UNITED INDEPENDENT
SCHOOL DISTRICT

By: _____
Mrs. Aliza Oliveros
Executive Director

By: _____
Roberto J. Santos
Superintendent of Schools

APPROVED AS TO FORM:

Marco A. Montemayor
WEBB COUNTY ATTORNEY*

ATTORNEY FOR UNITED ISD

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).

Tano E. Tijerina
Webb County Judge