

**EDUCATIONAL SERVICE AGREEMENT
BETWEEN
WEBB COUNTY FOR ITS HEAD START/EARLY HEAD START PROGRAM
AND
SANDRA S. MORALES, M.ED**

This Agreement is made and entered into by and between Webb County, a political subdivision of the State of Texas, acting herein by and through its Webb County Commissioners Court, 1000 Houston Street, Laredo, Texas 78041 for the Webb County Head Start Program (hereinafter referred to as “**Webb County**”) and Sandra S. Morales, Educational Consultant, 1002 E. Bustamante Street, Laredo, Texas 78041 (hereinafter referred to as “**Service Provider**”). Webb County and Service Provider may be referred to collectively as “Parties” or individually as “Party” in this Agreement.

RECITALS

NOW, THEREFORE, Webb County does hereby retain the services of the Service Provider, and the Service Provider agrees to render his services as follows:

DESCRIPTION OF SERVICES

1. Service Provider shall provide the following educational services to Head Start community- children and families, and in accordance with the following requirement and standards:
 - a. Establish and maintain a supportive learning environment for children, parents, and staff, in which the process of enhancing the children’s awareness, refining their educational skills, and increasing their understanding of the educational process which are valued and promoted;
 - b. Recognize that the Head Start/Early Head Start community-children, families, and staff have roots in many cultures. Head Start /Early Head Start families and staff will work together as a team to effectively promote respect, sensitive, and proactive approach to diversity issues;
 - c. Understand that the empowerment of families occurs when program governance is a responsibility shared by families, governing bodies, and staff, and when ideas and opinions of families are heard and respected;
 - d. Respect the importance of all aspects of an individual’s (children’s) development including social, emotional, cognitive, and physical growth;

- e. Build a community in which each child and adult is treated as an individual while at the same time, a sense of belonging to the group is reinforced;
- f. Develop a continuum of care, education, and services that provide stable, uninterrupted support to families and children during and after their Head Start experience;
- g. Provide opportunities for parent conferences and develop written treatment plans;
- h. Assist with the design, implementation, and coordination of educational activities;
- i. Improvement of instructional operations and performance with the development and realization of educational priorities and improvement initiatives;
- j. Provide Child Development Advocate Credential Training for Head Start staff;
- k. Provide for Class Observations; and
- l. Provide In-Service Training for Staff;

The cost for the above services shall be in accordance with the fee schedule in **Attachment “A”** of this Agreement and incorporated herein by reference as if set out in full.

WEBB COUNTY OBLIGATIONS

- 2. Webb County, by and through Head Start Program staff, will be responsible for:
 - a. Making all schedules for services to be provided by the Service Provider;
 - b. Coordinating visits by Service Provider to Head Start Facilities for Class observations;
 - c. Making Schedules for Child Development Advocate Credential Training of staff;
 - d. Provide for In Service Development of Head Start Staff; and
 - e. Head Start staff will visit Service Provider’s office to obtain all documentation regarding series to the children as agreed and “In-Kind” documentation and other data as agreed for Head Start programmatic purposes.

TERM

3. The term of this Agreement shall be for a period of Thirty-Six (36) months beginning on September 1, 2021 and ending August 31, 2024.

INDEPENDENT CONTRACTOR

4. It is the intention of the parties that under this Agreement the Service Provider 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 Service Provider's profession.

INDEMNIFICATION

5. In order to protect the Head Start Program and Webb County, Service Provider, during the term of this Agreement, shall maintain a policy of professional liability insurance naming Webb County as an additional insured **and shall further indemnify and hold harmless the Head Start Program and Webb County harmless from any and all claims and causes of actions arising out of the his or her performance of his or her duties under this Agreement.**

PERSONNEL AND EQUIPMENT

6. Service Provider agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to Webb County.

PAYMENT

7. Head Start/Early Head Start Program staff contact person will present to Service Provider a Purchase Order voucher for services to be rendered. Service Provider will mail or otherwise present an invoice requesting payment at the end of month for which services were rendered. The invoice will contain information regarding provided services, the purchase order number, and the amount to be charged for the service(s) rendered. The invoice must have a purchase order number. Invoices can be mailed to:

Webb County Head Start/Early Head Start Program
c/o Ms. Aliza Oliveros, Director
P.O. Box 2397
Laredo, Texas 78044

Invoices may also be delivered to 5904 West Drive, Unit 6. Payment requests will be processed immediately and are subject to Texas Government Code section 2251.021, "Time for Payment by Governmental Entity."

The fee for services provided by Service Provider shall be in accordance with **Attachment “A”**, which is attached to this Agreement and is incorporated by reference herein and for all purposes. The differences between Service Provider’s normal and customary charges and the reduced cost of services as set forth above are donated “In-Kind” services to the Head Start Program. The value of this “In-Kind” will be documented on forms provided by Head Start Program staff and submitted to the Head Start Program on a monthly basis.

NON-ASSIGNABILITY

8. Service Provider shall not assign any interest in this Agreement nor delegate the performance of any of its duties herein specified without the written consent of Webb County.

GOVERNING LAW

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

RIGHT TO TERMINATE

10. This Agreement may be terminated by either Party at any time and for convenience of either Party upon thirty (30) days written notice to the other Party.

ENTIRE AGREEMENT

13. This Agreement supersedes any and all prior Agreements between Webb County and Service Provider whether written or oral. If any item, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the Agreement and appears not have been a controlling or material inducement to the marking thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the Agreement without the binding force of the Agreement as it shall remain after omitting such provision.

AMENDMENT

14. This Agreement may only be amended by the mutual agreement of the Parties hereto in writing.

NON-DISCRIMINATION

15. Service Provider shall not discriminate against any person because of race, religion, sex, disability, or national origin.

APPROVED AS TO FORM:

Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division'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).

ATTACHMENT "A"

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FEE SCHEDULE

The following fee structure has been established between the Parties:

DESCRIPTION OF SERVICES	CONSULTANT FEE	IN KIND TO HEAD START	CONSULTANT DISCOUNT FEE
<u>Child Development Advocate Credential Training</u> 7 Months Course Work Cost per staff-3 hours session x 10 Course Sessions (\$25.00 hourly fee) Site visit- 1 hour follow up visit (\$25.00 x 10 visits) Mileage, Planning, Copes, Emails, Telephone Conference Calls, Postage, Preparation for Verification Visit, Preparation for Test, and all additional visits requested by staff or support besides scheduled visits- \$100.00	Cost Per Staff \$750.00 \$250.00 \$100.00	Cost Per Staff \$175.00 \$125.00 \$75.00	Cost per Staff \$575.00 \$125.00 \$25.00
<u>Class Observations</u> Number of cycles-2 observations cycles each	Cost per Classroom \$125.00	Cost Per Classroom \$55.00	Cost per Classroom \$70.00

classroom, compute scores, complete Head Start Summary Sheet, and provide feedback/signature from staff			
Mileage-Travel to Site	\$.55 per mile	\$.55 per mile	No Cost
<u>Training requested for In Service or Staff Development</u>	Cost per Training	Cost per Training	Cost per Training
<i>Topic-</i> As per request from Head Start/Early Head Start. Inclusive to generating a customized PowerPoint Presentation, provide training based on need of Head Start without a base limit of time. Flexible time to meet present needs.	\$150.00 per hour	\$50.00 per hour	\$100.00 per hour
<i>Presentation Material & Manipulative</i>	\$175.00	\$175.00	No Cost
<i>Preparation Fee</i>	\$150.00	\$50.00	\$100.00
<i>Mileage -travel to site</i>	\$.55 per mile	\$.55 per mile	No Cost