

STATE OF TEXAS           §  
  §  
COUNTY OF WEBB       §

MEMORANDUM OF  
UNDERSTANDING REGARDING  
SPECIAL EDUCATION SERVICES

This Memorandum of Understanding is between WEBB COUNTY, a political subdivision of the State of Texas, acting through its Webb County Sheriff’s Office ("WCSO" or “Webb County Jail”), an office department of the County (collectively "the County") and the LAREDO INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, acting through its Special Education Department (collectively "LISD"). The County and LISD may be referred to in this Contract individually as a "Party" and collectively as the "Parties."

INTRODUCTION

- A. The Individuals with Disabilities Education Act (IDEA), 34 CFR § 300.101, and the Texas Administrative Code, 19 TAC 89.1035(a), require provision of a free appropriate public education to all children residing in the State between the ages of 3 and 21, inclusive. This includes students with disabilities who, in the last educational placement prior to their incarceration in an adult correctional facility were identified as being a child with a disability under 34 CFR §300.8.
- B. All inmates in the Webb County Jail are currently being offered educational services, i.e., High School Equivalency classes, by Laredo College pursuant to a Memorandum of Agreement for Educational Services between Laredo College and the Webb County Sheriff’s Office; however, those educational opportunities are optional and not all inmates take part in the educational opportunities.
- C. The purpose of this Memorandum of Understanding is to outline the process by which LISD can fulfill its obligation under federal law, 34 CFR § 300.101, which requires identification of all inmates who in the last educational placement prior to their incarceration in an adult correctional facility were identified as being a child with a disability under 34 CFR §300.8. For purposes of this MOU, these individuals will be referred to as "eligible inmates." In addition to identifying all eligible inmates for purposes of offering special education and related services, LISD is also obligated to identify incarcerated individuals who have not yet reached the age of 18 and who are suspected of having a disability for the purpose of evaluating them to determine if they are eligible for special education services in accordance with state and federal law and regulations.

IDENTIFICATION OF ELIGIBLE INMATES/CHILD FIND:

- A. The Webb County Jail agrees to add the following question to its intake process for inmates aged 17-22 and inmates aged 14-16 who have been certified and transferred to the appropriate court for criminal proceedings under Texas Family Code § 54.02: **Are you currently enrolled in school and/or what was the last school (or school system) that you recall attending?**
- B. Webb County Jail will provide a list of all inmates who are aged 22 and younger, to LISD on a weekly/bi-weekly basis. The list will contain the answer to the question posed above, as well as a list of any juvenile who was receiving education services but has been certified to stand trial as an adult and is detained at the Webb County Jail pursuant to Texas Family Code § 54.02. In the event that the Webb County Jail personnel ascertain additional information regarding a potentially eligible inmate's previous receipt of special education services, that information will also be forwarded to LISD with the list of inmates. The lack of any information will be supplemental and will not delay the list being provided to LISD every ten calendar days. LISD will use such information for the purposes of compliance with 19 TAC § 89.1035(a) and 34 CFR § 300.102(2)(3) which define inmates who may be eligible to receive special education services.
- C. LISD will cross-reference the name of all eligible or potentially eligible students with its Public Education Information Management System (“PEIMS”) system to determine if the inmate attended LISD and whether they were identified as being a child with a disability under 34 CFR § 300.101 prior to their incarceration as an adult.
- D. In the event that it is determined that an eligible or potentially eligible student did not attend LISD, LISD will attempt to determine the last known school system that the student attended and will send a records request to the last known school system where an eligible inmate or potentially eligible inmate last attended. Webb County Jail will assist LISD in seeking this information.
- E. In the event that consent is necessary in order for the previous school system to forward student records to LISD, LISD will seek to acquire prior written consent from the inmate with the assistance of Webb County Jail. In the event that an MOU between local school systems will assist in streamlining this process and avoid a delay in student record acquisition, LISD will make efforts to create such an MOU.
- F. LISD will review student records to determine whether the identified inmate is eligible for special education and related services in accordance with 34 CFR § 300.101.
- G. The Webb County Jail and LISD, will communicate at least once per month to

discuss the following:

1. Any new updates regarding information related to eligible inmates or potentially eligible inmates as well as any needed or possible referrals for a special education evaluation. Information discussed will include any specific information received from an inmate to indicate that s/he may be an eligible inmate as well as additional information gleaned from the inmate regarding the last school or school system attended.

2. LISD will share information that it has received from any school/school system where an eligible inmate has previously attended as well as any concerns regarding accessing records. The purpose of sharing this information is to work together to acquire necessary written consent for evaluations and/or records sharing; plan for any necessary Individualized Education Program (hereinafter "IEP") meetings, or evaluations in accordance with state and federal laws and regulations, and make individualized plans for the provision of education as determined appropriate by the eligible inmate's IEP team and in accordance with state and federal laws and regulations. LISD will invite a representative from the Webb County Jail to participate in any IEP team meeting. Such participation can be in person or via the provision of written or verbal information that may be helpful to the inmate's IEP team in decision-making.

#### PROVISION OF SERVICES:

- A. In the event that student records for an eligible inmate indicate that special education services are necessary pursuant to law, LISD will convene an IEP team meeting to ensure that the IEP is implemented if the eligible inmate elects to participate in educational services/programs offered or participates under the compulsory school attendance laws of the state.
- B. LISD will coordinate with the Webb County Jail to provide Notice of the Admission, Review and Dismissal ("ARD") Committee meeting ["IEP team meeting"] as well as Prior Written Notice to the eligible inmate, the inmate and parent, or parent in compliance with state and federal laws and regulations. Parent is defined for this purpose under IDEA.
- C. In the event that student records for an eligible inmate indicate that a special education evaluation is necessary under state and federal laws and regulations, LISD will coordinate with the Webb County Jail to acquire consent for evaluation or re-evaluation as well as to conduct the evaluation in a manner that complies with all protocols in place within the Webb County Jail.

- D. The Webb County Jail will make room and resources available for applicable inmates to receive their requisite special education in accordance with protocols established by Webb County jail that apply to the particular inmate at the Webb County jail, including but not limited to, law enforcement staff, to provide a safe, secure learning environment.
- E. LISD will provide the materials, resources, and staff to provide education to the inmate as required by law and in accordance with the safety protocols established by the Webb County jail.

COORDINATION OF SERVICES

This MOU does not contemplate Webb County Jail performing any of the work that LISD is required to perform in accordance with IDEA. The required assistance contemplated by this MOU involves information gathering for LISD, communication with LISD regarding the information gathered, and assistance in providing access to eligible inmates so that LISD can conduct evaluations and provide special education and related services in compliance with state and federal laws and regulations.

This MOU does not contemplate LISD performing any of the work or responsibilities of Webb County Jail employees in providing information to LISD and access to eligible inmates in accordance with jail protocols, including safety and security, that apply to the particular inmate.

CONTACTS

LAREDO INDEPENDENT SCHOOL DISTRICT:

Dr. Sylvia G. Rios, LISD  
Superintendent of Schools and Raul  
Gomez, LISD Special Education  
Director or their designees  
2400 San Bernardo Avenue  
Laredo, Texas 78040  
(956) 273-1000

WEBB COUNTY JAIL:

Sheriff Martin Cuellar or his designee  
902 Victoria Street  
Laredo, Texas 78040  
(956) 523-4500

### MOU TERM

This MOU outlines the responsibilities that each Party to the MOU will have in the implementation of providing special educational services to detainees at the Webb County Jail for a term two (2) years to begin April 1, 2023 and ending March 31, 2025. However, the term of this agreement may change based on orders or guidance issued by the federal government, state government, the City of Laredo, Webb County, the LISD Board of Trustees, and the Texas Education Agency.

### AMENDMENT.

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing with dates of amendments subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

### TEXAS LAW TO APPLY

This Agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this Agreement are performable in Webb County, Texas.

### NO WAIVER OF IMMUNITY

Neither LISD or WEBB COUNTY waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein. LISD and WEBB COUNTY acknowledge that LISD and WEBB COUNTY are both political subdivisions of the State of Texas and no provision of this Agreement shall be deemed to waive, modify, or amend any sovereign or governmental immunity available to either party and/or its elected officials, officers, employees and agents under federal or Texas law nor waive any defenses or remedies available at law to either party and/or its elected officials, officers, employees, and agents under Federal or Texas law.

### RELATIONSHIP OF THE PARTIES

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. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or take any action, which shall be binding on the other Party, without the prior consent of such other Party.

WEBB COUNTY, its employees, agents, and representatives, are not in any manner employed by LISD. Additionally, it is agreed upon, that the LISD 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.

### FORCE MAJEURE

Neither WEBB COUNTY nor LISD shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of nature/natural disasters, pandemic, disease, strikes, lockouts, material, or labor restrictions or health restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of the parties and WEBB COUNTY or LISD are unable, wholly, or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party immediately but no later than three (3) business days as provided below.

### NOTICES

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered and/or via e-mail, or seventy-two (72) hours after mailed to each party by certified mail, return receipt requested, postage paid.

Any notices required hereunder shall be sent as follows:

To: Webb County

To: Laredo ISD

Attn: Webb County Judge  
1000 Houston Street  
Laredo, Texas 78040

Attn: Superintendent of Schools and Special  
Education Director  
2400 San Bernardo Avenue  
Laredo, Texas 78040

### SEVERABILITY

Each provision under this MOU is severable from the entire MOU, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

### AMENDMENT

This MOU may be modified, only in writing, executed by both parties, and approved by the governing body of each Party.

### HEADINGS

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

EXECUTED in duplicate originals this \_\_\_\_\_ day of April, 2023.

WEBB COUNTY:

LAREDO INDEPENDENT SCHOOL DISTRICT:

\_\_\_\_\_  
Tano E. Tijerina  
Webb County Judge

\_\_\_\_\_  
Dr. Sylvia G. Rios, PhD  
Superintendent of Schools

\_\_\_\_\_  
Sheriff Martin Cuellar

ATTEST:

\_\_\_\_\_  
Margie Ramirez-Ibarra  
Webb County Clerk

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).