

**NON-FINANCIAL INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
WEBB COUNTY FOR THE HEAD START/EARLY HEAD START PROGRAM
AND
LAREDO 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 /Early Head Start Program (hereinafter referred to as "**Webb County**"), and the **Laredo 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 "**L.I.S.D.**") pursuant to Chapter 791, Texas Government Code, "Interlocal Cooperation Act."

RECITALS:

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

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

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

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

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

WHEREAS, Webb County and L.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 L.I.S.D.'s PEP Program; and

WHEREAS, Webb County and L.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

WHEREAS, Webb County and L.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 L.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. The Special Education Department at L.I.S.D. and the Webb County Head Start /Early 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 L.I.S.D. that will provide special services to children of the Head Start/Early Head Start program must have current credentials.

A. IDENTIFYING DISABILITIES IN CHILDREN

L.I.S.D. and Head Start/Early Head Start will cooperate in identifying 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

L.I.S.D. and Head Start/Early 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/Early Head Start program.

C. CHILD ASSESSMENT

L.I.S.D. and Head Start/Early 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 time line 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 Procedural Safeguards. A representative from Head Start/Early Head Start shall be invited to participate on the referral committee.

D. INDIVIDUAL EDUCATION 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 L.I.S.D. and Head Start/Early 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 plan 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. A

copy of the ARD packet and progress reports for children receiving services will be provided to the Head Start/Early Head Start Program, upon parental consent.

E. INDIVIDUAL INSTRUCTION

Students enrolled in Head Start/Early 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 Planning Committee determines 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 L.I.S.D. and Head Start/Early Head Start will observe all federal and state laws and regulations pertaining to the confidentiality of each child's records.

G. PUBLIC PARTICIPATION IN PLANNING PROCESS

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

H. TRANSITION OF DISABLED CHILD

Head Start/Early Head Start Program and L.I.S.D. will cooperate in facilitating the transition of children with disabilities to their neighborhood elementary school. Four months prior to a child's third (3) birthday or as the need is evident, the Head Start/Early Head Start disability coordinator and/or specialized services staff will prepare a transition packet for submission to the district. LISD will be responsible for reviewing referral packets submitted by Head Start.

TRANSITION PROGRAM

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

A. Duties of Laredo Independent School District

L.I.S.D. agrees to provide transition field trips to kindergarten classes at elementary schools within the district that the Head Start/Early 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. L.I.S.D. agrees to plan and coordinate with Head Start/Early Head Start program information sessions and/or workshops for Head Start/Early Head Start parents, including some regarding requirements for participation on the transition board committee. Additionally, L.I.S.D. school nurses will work with the Head Start/Early Head Start health specialist in evaluating children that are not current in their immunization records, and will maintain good communication with Head Start/Early Head Start program transition/training specialist.

B. Duties of Webb County for its Head Start/Early Head Start Program

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

3 . TEXAS EDUCATION AGENCY SCHOOL READINESS INTEGRATION PLAN

A. Duties of Laredo Independent School District

The Laredo Independent School District will:

Provide one LISD early childhood certified teacher to instruct eligible students at Webb County Head Start/Early Head Start for three hours daily;

Provide the State adopted curricular materials to be utilized at the Webb County Head Start/Early Head Start site annually evaluate the effectiveness of the partnership; and

Facilitate professional development for partner educators and submit all required reports.

B. Duties of Webb County Head Start/Early Head Start

Webb County Head Start/Early Head Start will:

Identify the eligible PK students to be serviced within the current Head Start/Early Head Start Center;

Structure the educational day to accommodate the three hours of instruction by the teacher;

Provide a teacher assistant to support the classroom teacher;

Continue to provide services currently available to all participants;

Continue to support participant's families in collaboration with LISD designated certified teacher;

Provide consumable supplies for students; and

Provide assistance with preparation of instructional materials for daily lessons.

TERM

4. This agreement shall begin on September 1, 2015 and end on August 31, 2018.

COMPENSATION

5. L.I.S.D. will not compensate Webb County, and Webb County will not compensate L.I.S.D. for any services provided or performed under this agreement. All services provided under this agreement by L.I.S.D. are on an "in-kind" basis. Webb County and L.I.S.D. are each responsible for its own costs incurred hereunder.
6. It is the intention of the parties that under this agreement that L.I.S.D. is an independent contractor and not an employee of Webb County. In this regard, 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.

INSURANCE

7. At its expense, Webb County shall maintain, during the Term of this agreement, comprehensive public liability insurance insuring Webb County and L.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 L.I.S.D. shall be named as additional insured.

At its expense, L.I.S.D. shall maintain, during the Term of this agreement, comprehensive public liability insurance insuring L.I.S.D. and Webb County against liability for injury to persons or property occurring in or about L.I.S.D. premises. L.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, County and L.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 and duties of the parties.

NON-DISCRIMINATION

11. Service Provider 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:

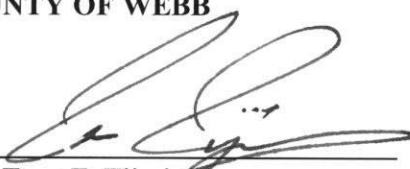
**Webb County Head Start Program
c/o Aliza Flores Oliveros, Director
P.O. Box 2379
Laredo, Texas 78044**

On behalf of **L.I.S.D.** to:

**Dr. A. Marcus Nelson
Laredo Independent School District
1702 Houston
Laredo, Texas 78040**

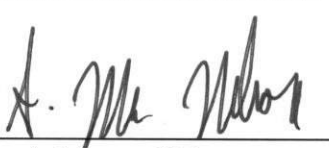
Signed in duplicate originals on this the 12th day of February, 2014.


COUNTY OF WEBB



Hon. Tano E. Tijerina
Webb County Judge

LAREDO INDEPENDENT SCHOOL DISTRICT



Dr. A. Marcus Nelson
Superintendent 

ATTEST:

Margie Ramirez Ibarra
Margie Ramirez Ibarra
Webb County Clerk



MARGIE R. IBARRA
COUNTY CLERK
FILED

2016 FEB 23 PM 4: 54

WEBB COUNTY, TEXAS

BY *MRI* DEPUTY

APPROVED AS TO FORM:

Marco A. Montemayor

Marco A. Montemayor
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).