

STATE OF TEXAS

COUNTY OF WEBB

AGREEMENT BETWEEN
WEBB COUNTY FOR THE
BENEFIT OF THE HEAD START DEPARTMENT
AND
UNITED INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement (Agreement) is hereby entered into pursuant to Chapter 791 of the Texas Government Code by and between the **United Independent School District (UISD)** a political subdivision of the State of Texas, and Webb County (County) a political subdivision of the State of Texas, at the request and on behalf of the **Webb County Head Start Program** (Head Start), herein after referred to in the singular as a “party” and collectively as “parties.”

ARTICLE 1
PURPOSE

- 1.01 The purpose of this Agreement between UISD and the County is to establish the terms and conditions under which UISD and the Head Start Department will share in the operation and monitoring of one (1) full-day pre-kindergarten classroom. This project will establish collaborative pre-kindergarten classrooms with certified teachers from UISD and teacher assistants from Head Start that will serve both (3) three and (4) four-year-old children who meet the eligibility regulations for pre-kindergarten enrollment as determined by the UISD/Webb County Head Start enrollment guidelines. In addition, the parties 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 a UISD classroom using a state-approved early childhood curriculum.

ARTICLE 2
TERM

- 2.01 The term of this Agreement is for approximately five (5) years commencing September 1, 2026, and ending August 31, 2031.
- 2.02 Either party may terminate this agreement with 90 days' notice to the other party.
- 2.03 This section shall be subject to the Non-Appropriated Clause stated herein, under which all services may be terminated for lack of funding.

ARTICLE 3
SERVICES

- 3.01 **Head Start will provide the services as defined below:**

- A. Head Start will provide one teacher assistant for one (1) classroom.
- B. Head Start shall pay the full salary and benefits for each of its classroom teacher assistants.
- C. It is understood and agreed to by the parties that Head Start teacher assistants shall remain employees of Head Start and not employees of UISD. As employees of Head Start said, assistants are not entitled to receive any employee benefits through 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 evaluating its teacher assistants provided under this Agreement.
- D. Head Start's teacher assistant in the integrated classroom will meet all applicable fingerprint, licensing, and criminal history requirements under state and/or federal law.
- E. Head Start's teacher assistant will complete and submit to UISD the UISD Parent/Volunteer Form, TB Questionnaire, Criminal History Authorization Form, and the DPS Computerized Criminal History Verification Form.
- F. Head Start will follow the UISD academic calendar each school year.
- G. The Child and Adult Care Food Program (CACFP), Contracting Entity Identification (CEID) 3503, funds shall be utilized solely for the provision of two-component afternoon (PM) snacks. All expenditures shall be limited to costs that are allowable, reasonable, and necessary in full compliance with applicable CACFP regulations, guidance, and requirements.

3.02 United Independent School District (UISD) will perform the following services:

- A. Provide one (1) classroom at the Killam Elementary School with a 17-to-1 student ratio for Pre-K3 and 20-to-1 student ratio for Pre-K4 as determined by the Head Start guidelines. UISD will provide full-day instruction from 7:45 a.m. to 3:00 p.m. in the shared classrooms.
- B. Provide state-approved curriculum and classroom resources for best practice classroom instruction.
- C. Provide regular staff development sessions to present teachers with current best practice instructional methods.

- D. Provide registration and attendance procedures to optimize student enrollment and daily assistance to class.
- E. Provide daily attendance records to Head Start personnel.
- F. Provide breakfast, lunch, and snack in the shared classrooms through the National School Lunch Program and claim reimbursement for breakfast, lunch, and snack, effective August 1, 2026, until this Agreement is terminated. The Family Style Program will be utilized during the students' lunchtime.
- G. Provide one teacher for one (1) pre-kindergarten classrooms. It is understood and agreed to by the parties that these teachers shall remain employees of UISD and not employees of Head Start, 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.
- H. 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.
- I. In the event of a serious illness or accident that affects a student, either party may contact the student's parents.
 - a. UISD shall be notified at their Office - (956) 473-6355 / Fax - (956) 728-8691 / After hour contact - (956) 473-6361.
 - b. Head Start shall be notified at their Office () . Fax () . After hour contact () .
- J. Document and maintain records of all goods and services provided to children. These records shall contain, but are not limited to: hours of service provided, number of children served, average length of stay per client, and, if applicable, total hours of counseling provided. These records shall be made available to the Head Start Department for periodic inspection.

ARTICLE 4 EVALUATION CRITERIA

- 4.01 The performance of Head Start in achieving the goals of UISD will be evaluated on the basis of the output and outcome measures that are set by the State of Texas and/or any Federal Regulatory Authority.

ARTICLE 5 COMPENSATION

- 5.01 Webb County, for the benefit of Head Start, shall pay to UISD the lump sum amount of **\$20,000.00** per year, to be paid in September of each year. Head Start shall pay within thirty (30) days of its receipt of UISD's invoice. The said invoice shall provide to whom the payment shall be made. UISD shall invoice Head Start for (1) one integrated teacher at

a cost of **\$20,000** per integrated teacher. Payment will be made to UISD as a one-time lump sum of **\$20,000.00**.

ARTICLE 6 NON-APPROPRIATIONS

- 6.01 NON-APPROPRIATIONS. Webb County cannot warrant that funds will be available to pay for the services through the end of the current and/or any future County's fiscal year, and the County shall use its budgetary process to obtain funds to pay all payments in and through the end of this year's fiscal year or any future fiscal year. If our appropriations request to our commissioners court for funds is unable to pay for this agreement or is denied, then this agreement may terminate on the earlier of the last day of the fiscal period or the last day for which funds are available and have already been appropriated. Final payments will be made subject to the submission of documentation as stated in this agreement that evidences services rendered. The satisfaction of all obligations under this Agreement that are required to be provided to UISD or its representative, including the return of any documentation that must be preserved by the program and the County pursuant to federal and state laws or grant provisions, will be required prior to any disbursement of payment.

ARTICLE 7 EXAMINATION OF PROGRAM AND RECORDS

- 7.01 Head Start and UISD agree that they will permit each other to examine and evaluate their program of services provided under the terms of this Agreement and/or to review their records periodically so that any modifications to this Agreement can be made for the benefit of the parties.

ARTICLE 8 CONFIDENTIALITY OF RECORDS

- 8.01 All records relating to UISD / Head Start 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. As such, both parties shall maintain the confidentiality of said educational records in accordance with all applicable state, federal, local laws, any mandated administrative agency regulations, and UISD FL, except as required to perform the services pursuant to this Agreement.
- 8.02 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; or
- 8.03 In accordance with the laws stated herein, authorized parent(s) or legal guardians of any student shall have access to his/her child's records.

- 8.04 Any UISD/Head Start employee with a legitimate educational interest in any students' records as maintained by this Program shall have access to the said records.
- 8.05 Any other record that is confidential under Texas Family Code Chapter 58, 260, 261, Texas Education Code §7.010, and/or the Texas Government Code §552.114.

ARTICLE 9 DUTY TO REPORT

- 9.01 As required by §261.101 and §261.405 of the Texas Family Code, in the unlikely event of an incident that requires the protection of a child, then Head Start and UISD shall report any allegation or incident of abuse, exploitation, or neglect of any child within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency and social services. Such agencies may include the Laredo Police Department and the Department of Children and Family Protective Services.

ARTICLE 10 DISCLOSURE OF INFORMATION

- 10.01 UISD and Head Start warrant that, prior to entering this Agreement, it has verified and disclosed the following information to the other party, and agrees that they shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to each other:

A. Any and all corrective action required by any of the licensing authorities within the past two (2) years for the teacher or assistant teacher in this program;

B. Any and all litigation, within the past two (2) years, filed against the employees who will perform services for the children.

C. Any arrest of any current employee, intern, volunteer, subcontractor, agent and/or consultant of the parties that has direct contact with children;

D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect, and exploitation investigation where an employee, intern, volunteer, subcontractor, agent, and/or consultant of the parties has direct contact with children and was alleged or designated as the perpetrator;

E. The identity of any of the parties' employees, interns, volunteers, subcontractors, agents, and/or consultants that have direct contact with children who are registered sex offenders; and

F. The identity of any of the parties' employees, interns, volunteers, subcontractors, agents, and/or consultants who have direct contact with children who have a criminal

history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE 11 EQUAL OPPORTUNITY

- 11.01 The parties agree to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability, sexual orientation, or national origin. The parties shall abide by all applicable federal, state, and local laws and regulations.

ARTICLE 12 ASSIGNMENT & SUBCONTRACT

- 12.01 Neither Head Start nor UISD may assign or subcontract any of its rights, duties, and/or obligations arising out of this Agreement without the prior written consent of the other party.

ARTICLE 13 OFFICIALS NOT TO BENEFIT

- 13.01 No elected official, board member, department officer, employee, or agent of the parties to this Agreement shall participate in any decision-making or entering into this Agreement that directly or indirectly conflicts with his/her personal or pecuniary interest.

ARTICLE 14 COUNTERPARTS

- 14.01 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.

ARTICLE 15 TERMINATION

- 15.01 This Agreement may be terminated if UISD or Head Start gives written notice of default to the other party in any one of the following circumstances:
- A. If the party fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If a party fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to perform the work as to endanger the performance of this Agreement in accordance with its terms; or

C. By either party upon ten (10) days' written notice to the other party of the intention to terminate this Agreement; or

D. If, at any time during the term of this Agreement, Head Start or UISD determines that the safety of children being served under this Agreement may be in jeopardy, either party may immediately suspend this Agreement, and Head Start may recover any unearned service fees paid to UISD. Service fees will be calculated on a per-hour basis with respect to the employee or employees who are no longer permitted to perform services.

E. Upon expenditure of available funds this contract shall terminate.

ARTICLE 16 IMMUNITY

- 16.01 This Agreement is expressly made subject to Governmental and Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any defenses or any immunities from suit or limits of liability that each party has by operation of law, nor its right to representation by legal counsel. Nothing in this Agreement is intended to benefit any third-party beneficiary.

ARTICLE 17 INDEMNIFICATION

- 17.01 Neither Webb County, Head Start, nor UISD agrees to indemnify or hold harmless the other party, including but not limited to themselves, elected officials, their trustees, commissioners, council members, officers, employees, and agents, as a result of the execution of this Agreement and performance of the functions and obligations described herein.

ARTICLE 18 NOTICES

- 18.01 All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours, after mailed to each party by certified mail, return receipt requested, postage prepaid, or when sent via electronic mail to the other party.

Notice to UISD:

United Independent School District
Attn: Dr. Gerardo Cruz, Superintendent
201 Lindenwood
Laredo, Texas 78040

Notice to Both Webb County and Head Start Required:

Webb County, Texas
Attn: Webb County Judge
1000 Houston Street 3rd Floor
Laredo, Texas 78040

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

**ARTICLE 19
WAIVER**

- 19.01 The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

**ARTICLE 20
TEXAS LAW TO APPLY**

- 20.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Webb County, Texas.

**ARTICLE 21
VENUE**

- 21.01 Exclusive venue for any litigation arising from this Agreement shall be in Webb County, Texas.

**ARTICLE 22
LEGAL CONSTRUCTION**

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE 23
PRIOR AGREEMENTS SUPERSEDED

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties with respect to the subject matter

ARTICLE 24
RULE OF CONSTRUCTION

- 24.01 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.

ARTICLE 25
HEADINGS

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

ARTICLE 26
NO PARTNERSHIP OR JOINT VENTURE

- 26.01 This Agreement does not create a partnership or joint venture between the parties hereto, nor does it authorize either party to serve as a legal representative or agent of the other.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WEBB COUNTY

BY: _____
Tano E. Tijerina
Honorable County Judge

UISD

BY:  _____
Dr. Gerardo Cruz
Superintendent of Schools

WEBB COUNTY HEAD START

By Aliza Q

APPROVED AS TO FORM:

BY: _____

Jorge L. Trevino, Jr.

Webb County Civil/Legal Division*

*By law, this office may only advise or approve contracts/agreements 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).