

COOPERATIVE AGREEMENT
Between
TEXAS A&M INTERNATIONAL UNIVERSITY
EDUARDO M. HINOJOSA READING RESEARCH CENTER
AND
THE LAREDO INDEPENDENT SCHOOL DISTRICT

This agreement is made and entered into by and between Texas A&M International University, Eduardo M. Hinojosa Reading Research Center (TAMIU herein) and The Laredo Independent School District (LISD herein).

RECITALS

WHEREAS, TAMIU offers educational services to children with the goal of advancing literacy throughout our community; and

WHEREAS, TAMIU has received funding from the U.S. Department of Education Fund for the Improvement of Education to enhance research related to linguistically and culturally diverse students' reading abilities which entails data generated by remediation and enrichment services for students facing literacy obstacles; and

WHEREAS, TAMIU, through its Reading Research Center and LISD recognize the value of coordinating literacy initiatives offered to youngsters; and

WHEREAS, TAMIU and LISD have agreed to provide literacy initiatives for youngsters; and

WHEREAS, TAMIU and LISD wish to enter into an agreement for provision of diagnostic and remediation services for students demonstrating difficulties with reading;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, TAMIU and LISD agree as follows:

AGREEMENT

Article 1. Agreement Period

This Agreement commences on the first day of September 2003 and terminates on the last day of December 2003, unless its terms are extended in writing or is terminated in writing-as hereinafter provided.

Article 2. Terms and Conditions

TAMIU shall:

1. Provide diagnostic and remediation tutorials in the areas of reading and literacy for 30 elementary students selected by LISD; and
2. Provide said tutorials twice weekly for no less than 12 weeks per semester from September, 2003 to December, 2003 following the academic calendar; and
3. Assure the duration of daily tutorials is no less than 90 minutes per day and no more than 100 minutes per day; and
4. Assure a 3:1 student teacher ratio for said tutorials; and
5. Provide diagnosis of each student for the purposes of identifying obstacles to reading success to include a pre-test; and
6. Design a program for each student for purposes of remediation of identified obstacles; and
7. Assure the administration of said programs for each student; and
8. Monitor the progress of each student on a periodic basis; and
9. Provide opportunities at the TAMIU Hinojosa Reading Research Center to parents to participate in family literacy training for no less than three days per semester; and
10. Provide staff development for teachers and district personnel in the area of literacy for no less than three days per semester; and
11. Conduct a post-test for purposes of documenting student achievement.

LISD shall:

1. Select 30 elementary students demonstrating difficulties in reading from Santo Niño Elementary School; and
2. Ensure that each participant provides a written parental consent form, emergency information form, certification of parental involvement form, policy acknowledgement form and release from liability form as provided and attached to this agreement prior to August 31, 2003; and
3. Provide transportation for participants both to and from Texas A&M International University for no less than three days; and
4. Provide information relevant to the nature of the child's reading difficulty, primary language, and academic history.

Article 3. Compensation

LISD will compensate TAMIU at a rate of \$375 per child per semester payable on or before October 2, 2003.

It is understood that this agreement relies on no less than 30 students attending per semester and that TAMIU will incur both personnel and operating expenses in order to execute this agreement. If, by attrition or circumstances which are not the fault of TAMIU, less than twelve (12) weeks of services are received by each of the indicated number of students, there will be no reduction or refund in fees to LISD.

LISD has the option of replacing any student at any time to receive the remainder of services during the term of this agreement.

Article 4. Confidentiality

The parties agree that any and all educational records of the students receiving services from TAMIU pursuant to this Agreement are confidential. TAMIU agrees that it shall not disclose or release any educational records to any person or entity other than LISD without the express written consent of a student's parents in strict compliance with the Family Education Rights and Privacy Act.

5. Liability

Each agency acknowledges that it is not an agent, servant or employee of the other agency, and is responsible for its own acts and deeds and for those of its agents or employees during the term of this agreement.

Article 6. Termination

This agreement may be terminated before the established termination date established in Article 1, Agreement Period, upon thirty (30) days written notice by either party to the other party.

Article 7. Dispute Resolution

The dispute resolution process provided for in Chapter 2260, of the Texas Government Code, shall be used, as further described herein, by Texas A&M International and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor.

- A. Contractor's claim for breach of this contract the parties cannot resolve in ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, sub chapter B, of the Texas Government Code. To initiate the process, the Contractor shall submit written notice, as required by sub-chapter B, to Mr. Jose Garcia, Vice President for Finance and Administration. Said notice shall specifically state that the provisions of Chapter 2260, sub chapter B, are being revoked. Said notice shall be given to all other representatives of the University and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the Contractor with subchapter B is a condition precedent to the filing of a contest case processing under Chapter 2260, subchapter C of the Texas Government Code.
- B. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- C. Compliance with the contest case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the University nor any other conduct of any representative of the University relating to the contract shall be considered a waiver of sovereign immunity to suite.
- D. The submission, processing and resolution of the Contractor's claim is governed by the published rules adopted by the Attorney General pursuant to Chapter 2260, as current effective, hereafter enacted or subsequently amended.
- E. Neither the occurrence of an event nor the pendency of a claim constitutes ground for the suspension of performance by the Contractor, in whole or in part.

The designed individual responsible on behalf of the University for examining any claim or counterclaim and conducting any negotiations related thereof, as required under 2260.052 of the Texas Government Code shall be Mr. Jose Garcia, Office of the Vice President for Finance and Administration.

Article 8. Notices

For the purposes of this agreement, the following addresses shall be used to hand-deliver or mail all correspondence:

To University: Texas A&M International University
Hinojosa Reading Research Center
Dr. Barbara Greybeck, Director
5201 University Blvd.
Laredo TX 78041-1900


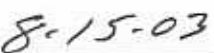
(956) 326-2923

and

Texas A&M International University
Dr. Dan Jones, Vice President for Academic Affairs
5201 University Blvd.
Laredo TX 78041-1900
(956) 326-2923

To LISD: Laredo Independent School District
Dr. Jerry Barber, Superintendent
1604 Houston St.
Laredo TX 78040
(956) 795-3406

Dr. Dan R. Jones, Provost and Vice President for Academic Affairs,
Texas A&M International University

 
Dr. Jerry Barber, Superintendent, Laredo Independent School District