

● Pending Executed Copy

INTER-LOCAL GOVERNMENTAL
AGREEMENT
FOR
THE EXCHANGE OF MAGNET SCHOOL STUDENTS
BETWEEN
LAREDO INDEPENDENT SCHOOL DISTRICT
AND
UNITED INDEPENDENT SCHOOL DISTRICT

This Inter-local Governmental agreement is hereby entered into on this the 30th day of July, 2003, by and between the Laredo Independent School District, a Texas political subdivision (hereinafter called "LISD"), acting by and through its Board of Trustees and Superintendent pursuant to its actions of the Board Meeting held on June 12th, 2003 AND the United Independent School District, a Texas political subdivision (hereinafter called "UISD"), acting by and through its Board of Trustees and Superintendent pursuant to its actions of the Board Meeting held on _____, 2003.

I. PREAMBLE

WHEREAS, the Laredo Independent School District and United Independent School District have joined together to pursue an initiative to maximize the impact of existing local resources; and

WHEREAS, LISD and UISD agree that joint utilization and sharing of magnet instructional programs such as LISD's Vidal M. Trevino Fine Arts and Communications Magnet School and UISD's United Engineering Magnet School and United South Business Magnet School will provide for a wide array of opportunities to UISD and LISD students; and

WHEREAS, LISD and UISD will offer more programs to students through this partnership and present a unique opportunity and an efficient partnership approach to addressing community education needs and the mutual benefits derived by LISD and UISD in the joint use by magnet school students of respective facilities would benefit the taxpayers and the mission of both jurisdictions; and

WHEREAS, joint-use and joint provision of magnet school programs to LISD and UISD students is a cost-effective method for the parties hereto to best serve the needs of their respective constituencies; and

WHEREAS, the Chapter 791 of the Texas Local Government Code authorizes political subdivisions to enter into intergovernmental agreements; and

WHEREAS, LISD and UISD are each political subdivisions located in Webb County, Texas; and

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

II. DEFINITIONS

2.1 When used in this Agreement, the following terms shall mean:

- (a) LISD: Laredo Independent School District governed by its Board of Trustees.
- (b) UISD: United Independent School District governed by its Board of Trustees.

- (c) District School Year: August 15th through May 31st as determined by the each respective school district.
- (d) ADA: Average Daily Attendance
- (e) LISD Magnet School: Vidal M. Trevino Fine Arts and Communications Magnet School
- (f) UISD Magnet Schools: United Engineering Magnet School and United South Business Magnet School

III. STATEMENT OF GENERAL PURPOSE AND INTENT

- 3.1 The purpose and intent of this Agreement is to provide for the exchange of students at each respective magnet school from LISD and UISD.
- 3.2 LISD agrees to accept upon space availability up to thirty (30) students from UISD to attend the Vidal M. Trevino Fine Arts and Communications Magnet School during the school year.
- 3.3 UISD agrees to accept upon space availability up to thirty (30) students from LISD to attend either the United Engineering Magnet School or the United South Business Magnet School during the school year.
- 3.4 Each District shall enroll each student as a member of a high school for reporting purposes and submit attendance credits through the PEIMS data file to claim ADA for the students the respective district.

IV. OPTION TO WITHDRAW

- 4.1 As of the date of this Agreement, neither party shall have the option to withdraw from this Agreement during the school year, except with written consent of the other party. Such written notice of intent to withdraw must be submitted to the other party at least sixty (60) days prior to the date of withdrawal. Both parties must consent to the withdrawal through action by their respective boards of trustees.

V. EDUCATIONAL SERVICES

- 5.1 Each receiving District shall afford to students with disabilities those educational services determined by a duly constituted ARD committee which are required to allow the student to receive a free and appropriate public education as defined by Federal and State law. It is the understanding of the parties that each receiving District has the ultimate responsibility of providing and ensuring these services including all other support services, related services, and non-educational services.

VI. COMPLIANCE

- 6.1 LISD and UISD shall fully comply with all established laws and regulations applicable to operation of a magnet school. Accountability for the students involved in this exchange program shall be the responsibility of the receiving District for such time as the student remains enrolled with the receiving District.

VII. TRANSFER OF RECORDS

- 7.1 The sending District shall forward to the receiving District the same records it is required to forward to any public school in which a student seeks to enroll. Records that should be forwarded to the receiving District include but are not limited to the following student records:

- a. The student's current transcript including all achievement test records;
- b. The student's current year report card;
- c. The student's Texas Assessment and Knowledge Skills (TAKS) summary sheet;
- d. The student's individual education plan (I.E.P.), and most recent admission review and dismissal (ARD) documents including minutes;
- e. The student's immunization records.
- f. The student's current discipline records.

VIII. INSURANCE AND NON-INDEMNIFICATION

- 8.1 LISD and UISD, at their own expense, shall provide and maintain, during the term of this agreement, either insurance, with or without a retention, or a self-insurance program, which shall cover liability for property damage and personal injury pursuant to student's use of the LISD and UISD facilities.
- 8.2 LISD and UISD shall each be liable for their own negligent acts or omissions, to the extent provided by law.

IX. DEFAULT

- 9.1 The parties hereto shall be entitled to written notice of default. Absent a cure of default satisfactory to the notifying party, that party may, at the conclusion of ninety (90) days from the receipt of notice, declare default, and both parties shall be entitled to their respective rights and remedies under contract and law.

X. SEVERABILITY

- 10.1 If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid or unenforceable, there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

XI. ENTIRE AGREEMENT

- 11.1 This agreement contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon to date, and no other agreements of prior date, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto. It is the intent of the parties that neither party shall be bound by any term, condition or representation not herein written.

XII. AMENDMENT

- 12.1 No amendment, modification or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto and approved by the governing parties.

XIII. NON-DISCRIMINATION

- 13.1 Any discrimination by LISD or UISD or their agents or employees on account of race, color, sex, age, religion, handicap, or national origin in employment practices or in the use of or admission to the indoor neighborhood recreation center facilities is prohibited and approved by the governing bodies.

XIV. NOTICES

- 14.1 Notices to the parties hereto required or appropriate under this agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

To the LISD District

R. Jerry Barber, EdD., Superintendent of Schools
Laredo Independent School District
1702 Houston Street
Laredo, Texas 78041

To the UISD District

Mr. Oscar Rodriguez, Superintendent of Schools
United Independent School District
201 Linden wood
Laredo, Texas 78045

XV. TEXAS LAW TO APPLY

- 15.1 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.

XVI. FORCE MAJEURE

- 16.1 Neither party to this agreement 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 God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

XVII. GENDER

- 17.1 Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XVIII. CAPTIONS

- 18.1 The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

XIX. AUTHORITY

19.1 The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their governing bodies.

WITNESS, the signatures of the parties hereto in duplicate originals on this 30th day of July, 2003.

Laredo Independent School District

APPROVED AS TO FORM:
Kazen, Meurer & Perez, LLP
Attorneys at Law

R. Jerry Barber, Ed.D.
Superintendent

By: 

John Kazen
Attorney for Laredo I.S.D. Attorney

Dr. Dennis Cantu
President, Board of Trustees

United Independent School District

APPROVED AS TO FORM:
Escamilla and Poneck
Attorneys at Law

Oscar Rodriguez
Superintendent

By: _____
Juan Cruz
Attorney for United ISD

Francisco Gonzalez Jr.
President, Board of Trustees