



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Renewal of Interlocal Agreement between USD and Communities In Schools Laredo Inc. (CIS)

SUBMITTED BY Rebecca Coss-Morales OF: Asst. Superintendent for Admin/Policy

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: August 16, 2023

Recommendation:

It is recommended that discussion and possible action be taken to renew Interlocal Agreement between United ISD and Communities in Schools to provide a full range of CIS services at the below mentioned USD Schools to facilitate the academic and personal success of students experiencing the effect of at-risk environments

- Kennedy Zapata Elementary
- Salvador Garcia Middle School
- Juarez Lincoln Elementary
- United South Middle School
- Los Obispos Middle School
- Washington Middle School
- Perales Middle School
- United High Ninth Grade
- Antonio Gonzalez Middle School
- United South High School
- Clark Middle School
- Lyndon B. Johnson High School
- Ricardo Molina Middle School
- Alexander High School
- Lamar Bruni Vergara Middle School

Rationale:

Budgetary Information:

Board Policy Reference and Compliance:



**United Independent School District Partnership Support and Interlocal
Agreement with Communities In Schools of Laredo, Inc.
School Year 2023-2024**

This Partnership Support and Interlocal Agreement for Services between United Independent School District (UISD) and Communities In Schools of Laredo, Inc., a non-profit 501(c) (3) corporation (the "Agreement"), organized under the laws of the State of Texas, is set out established pursuant to Chapter 791 of the Texas Government Code and applicable laws and regulations to establish the relationships and responsibilities of both parties in the implementation of a minimum of fifteen (15) CIS Project Sites at the following UISD school campuses (collectively the "UISD Schools"):

Kennedy Zapata Elementary	Salvador Garcia Middle School
Juarez Lincoln Elementary	United South Middle School
Los Obispos Middle School	Washington Middle School
Perales Middle School	United High Ninth Grade Campus
Gonzalez Middle School	United South High School
Clark Middle School	Johnson High School
Molina Middle School	Alexander High School
Lamar Bruni Vergara Middle School	TOTAL: 15 School Sites

It is the intent of both parties to bring the resource of Communities In School of Laredo, Inc., into the above identified UISD Schools to facilitate the academic and personal success of students experiencing the effect of at-risk environments by providing the full range of CIS services to those students.

It is the intent of both parties to maintain a cooperative, interactive, and supportive relationship among and between UISD Schools and Communities In Schools of Laredo, Inc. Communities In Schools of Laredo, Inc. is responsible for the payment of all salaries, benefits, unemployment, worker's compensations, etc. for the individuals provided to UISD by CIS in furtherance of this Agreement.

I. Scope of Services

CIS will provide/make available the following services to UISD Schools:

1. CIS staff will assist students to successfully learn, stay in school, and prepare for life. This includes students who have academic, attendance, behavioral, and social service needs.

2. Services include educational enhancement, promoting a positive self-image, workforce readiness skills, parental involvement, college readiness and substance abuse awareness and refusal skills.
3. Coordinate the efforts of social services to provide needed support for students and parents. This includes assessments and referrals of UISD students to CIS partner agencies on an as-needed basis.
4. Coordination of after-school programs as assigned by the appropriate school principal and agreed to by CIS.
5. Other program or services deemed necessary and jointly agreed to by CIS and UISD School personnel to ensure the success of campus projects.
6. Provide management, administrative, logistical and technical support to the Project, as warranted, to ensure the success of the Project Site services delivery initiatives.
7. CIS-Laredo maybe considered as an agent of the school as such agents, site coordinators, who are professional employees, shall be exempt from performing duties outside of their scope of work.

II. Time of Performance

The terms of this Partnership Support and Interlocal Agreement for Services will be from September 1, 2023 through August 31, 2024. One or both parties may request modification of cancellation of this agreement at any time. If the parties agree to the modification, an addendum incorporating the modifications will be executed. Notice of cancellation must be delivered by the cancelling party to the non-cancelling party in writing per the Notice requirements set forth in Section IX of this Agreement., ~~the terms of this agreement govern the Partnership Support Agreement between United ISD Schools and Communities In Schools of Laredo, Inc.~~

Payment for services is expected by October 30, 2023.

III. Contribution of Support

For consideration of CIS services, United ISD shall:

1. Agree to provide office space, access to copy and fax machines, and some office furniture if necessary, subject to availability and as designated by UISD in its sole and absolute discretion.
2. ~~Superintendent of United ISD shall designate~~Designate, through the UISD Superintendent, a school official to represent UISD on the CIS board.
3. Agree to include CIS and UISD Schools in Campus and District Improvement Plan as per Texas Education Agency's requirements for the appropriate use of Compensatory Education Funds by CIS.
4. Subject to the terms of Section V below, agree to support CIS Laredo by contributing the sum of \$355,000 as part of the matching of other funding sources.

Kennedy Zapata	\$25,000
Juarez Lincoln	\$25,000
Los Obispos Middle	\$25,000

Perales Middle	\$25,000
Gonzalez Middle	\$25,000
Clark Middle	\$25,000
Molina Middle	\$25,000
Lamar Bruni Vergara Middle	\$25,000
Salvador Garcia Middle School	\$25,000
United South Middle School	\$25,000
Washington Middle School	\$25,000
United High Ninth Grade Campus	\$20,000
United South High School	\$20,000
Johnson High School	\$20,000
Alexander High School	\$20,000
TOTAL:	\$355,000

IV. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and exclusive and mandatory venue for any claims or disputes arising hereunder shall lie in Webb County, Texas.

V. Cancellation by UISD for Insufficient Appropriations.

Notwithstanding any provision herein to the contrary, if UISD's and/or CIS's applicable governmental authorities do not allocate or provide sufficient funds to allow UISD and/or CIS to continue to perform its obligations under this Agreement ("Appropriations Failure"), then UISD and/or CIS shall have the right to terminate this Agreement upon thirty (30) days advance written notice to UISD and/or CIS. Upon notice, UISD and/or CIS shall have the right to terminate this Agreement in full, without any penalty to UISD or CIS, provided UISD has paid all amounts due CIS through the date of termination to CIS (pro-rated amounts due to CIS, if applicable). UISD and CIS acknowledge that this Agreement is entered into in accordance with the Interlocal Cooperation Act, Chapter 791, and Texas Government Code. In accordance with said Act, the parties hereto acknowledge that any payments made pursuant to the terms of this Agreement shall be made from current revenues and funds available to the paying party, and any future payments are subject to appropriations.

VI. Termination.

UISD may also terminate this Agreement should CIS be in default in performance of any duty, obligation, term or provision herein, and such default continues after thirty (30) days written notice of default(s), and opportunity to remedy such default or defaults.

VII. Payment.

Payment to CIS hereunder shall be conditioned upon: (a) a properly completed and

issued purchase order; and, (b) CIS services are provided hereunder. Payment for services is expected by October 30, 2023.

VIII. Indemnification.

CIS shall defend, indemnify, and hold harmless, USD together with its officers, directors, trustees, employees, agents, successors, and assigns, from and against all claims and damages resulting from any bodily injury, death of any person, damage to any real or tangible personal property resulting from the act or omission of CIS in performance of this Agreement, and its personnel, or resulting from any breach of representation, warranty, or obligation of CIS set forth herein.

In addition, and to the extent permitted by applicable law, USD shall defend, indemnify, and hold harmless, CIS together with its, directors, trustees, employees, agents, successors, and assigns, from and against all claims and damages resulting from any bodily injury, death of any person, damage to any real or tangible personal property resulting from the act or omission of USD in performance of this Agreement, and its personnel, or resulting from any breach of representation, warranty, or obligation of USD set forth herein.

IX. Notices.


-All notices from either party to the other required under this Agreement shall be personally delivered or mailed to such party at the following address:

For CIS Laredo: Communities in Schools of Laredo, Inc.
Executive Director
2114 E Saunders St
Laredo, Texas 78041

For USD: United Independent School District
Superintendent of School
201 Lindenwood Dr
Laredo, Texas 78045

Thank you for the opportunity to continue our collaboration of 32 years for the benefit of our students and community.

David H. Gonzalez
Superintendent of Schools
United Independent School District



Gloria S. Rendon
Executive Director
Communities In Schools of Laredo, Inc.

Date: _____

Date: 7/11/2023



United Independent School District Partnership Support and Interlocal Agreement with Communities In Schools of Laredo, Inc. School Year 2023-2024

This Partnership Support and Interlocal Agreement for Services between United Independent School District (UISD) and Communities In Schools of Laredo, Inc., a non-profit 501(c) (3) corporation (the "Agreement"), organized under the laws of the State of Texas, is established pursuant to Chapter 791 of the Texas Government Code and applicable laws and regulations to establish the relationships and responsibilities of both parties in the implementation of a minimum of fifteen (15) CIS Project Sites at the following UISD school campuses (collectively the "UISD Schools"):

Kennedy Zapata Elementary	Salvador Garcia Middle School
Juarez Lincoln Elementary	United South Middle School
Los Obispos Middle School	Washington Middle School
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Gonzalez Middle School	United South High School
Clark Middle School	Johnson High School
Molina Middle School	Alexander High School
Lamar Bruni Vergara Middle School	TOTAL: 15 School Sites

It is the intent of both parties to bring the resource of Communities In School of Laredo, Inc., into the above identified UISD Schools to facilitate the academic and personal success of students experiencing the effect of at-risk environments by providing the full range of CIS services to those students.

It is the intent of both parties to maintain a cooperative, interactive, and supportive relationship among and between UISD Schools and Communities In Schools of Laredo, Inc. Communities In Schools of Laredo, Inc. is responsible for the payment of all salaries, benefits, unemployment, worker's compensations, etc. for the individuals provided to UISD by CIS in furtherance of this Agreement.

I. Scope of Services

CIS will provide/make available the following services to UISD Schools:

1. CIS staff will assist students to successfully learn, stay in school, and prepare for life. This includes students who have academic, attendance, behavioral, and social service needs.

2. Services include educational enhancement, promoting a positive self-image, workforce readiness skills, parental involvement, college readiness and substance abuse awareness and refusal skills.
3. Coordinate the efforts of social services to provide needed support for students and parents. This includes assessments and referrals of UISD students to CIS partner agencies on an as-needed basis.
4. Coordination of after-school programs as assigned by the appropriate school principal and agreed to by CIS.
5. Other program or services deemed necessary and jointly agreed to by CIS and UISD School personnel to ensure the success of campus projects.
6. Provide management, administrative, logistical and technical support to the Project, as warranted, to ensure the success of the Project Site services delivery initiatives.
7. CIS-Laredo maybe considered as an agent of the school as such agents, site coordinators, who are professional employees, shall be exempt from performing duties outside of their scope of work.

II. Time of Performance

The terms of this Partnership Support and Interlocal Agreement for Services will be from September 1, 2023 through August 31, 2024. One or both parties may request modification or cancellation of this agreement at any time. If the parties agree to the modification, an addendum incorporating the modifications will be executed. Notice of cancellation must be delivered by the cancelling party to the non-cancelling party in writing per the Notice requirements set forth in Section IX of this Agreement.

Payment for services is expected by October 30, 2023.

III. Contribution of Support

For consideration of CIS services, United ISD shall:

1. Agree to provide office space, access to copy and fax machines, and some office furniture if necessary, subject to availability and as designated by UISD in its sole and absolute discretion.
2. Designate, through the UISD Superintendent, a school official to represent UISD on the CIS board.
3. Agree to include CIS and UISD Schools in Campus and District Improvement Plan as per Texas Education Agency's requirements for the appropriate use of Compensatory Education Funds by CIS.
4. Subject to the terms of Section V below, agree to support CIS Laredo by contributing the sum of \$355,000 as part of the matching of other funding sources.

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Notwithstanding any provision herein to the contrary, if UISD’s and/or CIS’s applicable governmental authorities do not allocate or provide sufficient funds to allow UISD and/or CIS to continue to perform its obligations under this Agreement (“Appropriations Failure”), then UISD and/or CIS shall have the right to terminate this Agreement upon thirty (30) days advance written notice to UISD and/or CIS. Upon notice, UISD and/or CIS shall have the right to terminate this Agreement in full, without any penalty to UISD or CIS, provided UISD has paid all amounts due CIS through the date of termination to CIS (pro-rated amounts due to CIS, if applicable). UISD and CIS acknowledge that this Agreement is entered into in accordance with the Interlocal Cooperation Act, Chapter 791, and Texas Government Code. In accordance with said Act, the parties hereto acknowledge that any payments made pursuant to the terms of this Agreement shall be made from current revenues and funds available to the paying party, and any future payments are subject to appropriations.

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UISD may also terminate this Agreement should CIS be in default in performance of any duty, obligation, term or provision herein, and such default continues after thirty (30) days written notice of default(s), and opportunity to remedy such default or defaults.

VII. Payment.

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services is expected by October 30, 2023.

VIII. Indemnification.

CIS shall defend, indemnify, and hold harmless, UISD together with its officers, directors, trustees, employees, agents, successors, and assigns, from and against all claims and damages resulting from any bodily injury, death of any person, damage to any real or tangible personal property resulting from the act or omission of CIS in performance of this Agreement, and its personnel, or resulting from any breach of representation, warranty, or obligation of CIS set forth herein.

In addition, and to the extent permitted by applicable law, UISD shall defend, indemnify, and hold harmless, CIS together with its directors, trustees, employees, agents, successors, and assigns, from and against all claims and damages resulting from any bodily injury, death of any person, damage to any real or tangible personal property resulting from the act or omission of UISD in performance of this Agreement, and its personnel, or resulting from any breach of representation, warranty, or obligation of UISD set forth herein.

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