

**INTERLOCAL AGREEMENT
BETWEEN
KELLER INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF FORT WORTH**

This INTERLOCAL AGREEMENT is made and entered into this the _____ day of _____, 2007, by and between the **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas, located within Tarrant, Denton, and Wise Counties, Texas (Hereinafter referred to as the "CITY") and the **BOARD OF TRUSTEES of the KELLER INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas. (Hereinafter referred to as the "KISD").

RECITALS

This Agreement is made under the authority granted to the CITY and the KISD by and pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT.

WHEREAS, the City Council for Fort Worth and the Keller Independent School District Board of Trustees have determined that the security and well-being of students at elementary and middle schools during the after-school hours of 3:00 p.m. to 6:00 p.m. are of prime importance;

WHEREAS, the City Council of Fort Worth and the Keller Independent School District Board of Trustees by consensus agree that the activities of elementary and middle school children during these critical hours are paramount importance to both government entities; and

WHEREAS, the Keller Independent School District proposes to provide, through an independent after school program provider, an After-School Program (hereinafter referred to as the "Program") in conjunction with the City of Fort Worth;

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

AGREEMENT

1. GOALS AND OBJECTIVES.

A. The primary purpose of the Program shall include the following:

1. Provide after-school programs in identified schools that result in educational, physical and social development, and crime reduction for elementary and middle school aged children.

- B. The Program goals shall include the following:
1. Educational Competence
 - a. Provide homework assistance, tutorial, and relevant educational programs for participants that support the academic mission of the education institution.
 - b. Improve the awareness of the importance of learning through the involvement of educators, professional programmers, mentors, and volunteers.
 - c. Reduce the level of truancy through programs that foster an understanding of the importance of staying in school and result in improved school attendance and reduction in dropouts.
 2. Physical and Social Development
 - a. Address physical needs through the provision of after school snacks, recreational, cultural, and wellness activities.
 - b. Involve the Program participants in activities that promote social developments, which target specific community needs as identified by parents, students, and educators.
 3. Crime Reduction
 - a. Reduce the number of juvenile student arrests from targeted schools through effective programs.
 - b. Reduce the number of juvenile victims of crime within the attendance zones of target schools during the school day between the hours of 3:00 p.m. and 6:00 p.m.

2. FUNDING

- A. It is agreed between the parties that during the 2007-2008 school year, the CITY will provide up to One Hundred Twenty Five Thousand Dollars (\$125,000.00) for the support of the After-School Program to KISD. Funding will be based on the proposal presented by KISD. CITY agrees to make payments on a schedule agreed to by both parties. Each payment will be made to KISD and delivered by first class mail to the address in Paragraph 16 herein.
- B. KISD may provide matching funds for this program.

3. TERM.

The term for this Agreement is for a period beginning on September 1, 2007, and ending on June 10, 2008, and shall cover the entire 2007-2008 school year. This Agreement may be renewed by both parties on an annual basis through the approval of an addendum. This Agreement may not exceed two (2) renewal terms.

4. NON-APPROPRIATION OF FUNDS.

It is expressly understood and agreed between the parties that this Agreement is wholly contingent upon the actual receipt by the CITY of funds from the Fort Worth Crime Control and Prevention District. If, for ANY reason, such funds from the Fort Worth Crime Control and Prevention District are not timely forthcoming in whole or in part, KISD agrees and understands that the CITY may, at its sole discretion, terminate this Agreement.

5. ADMINISTRATION.

A. CITY will:

1. Ensure the implementation of the goals of the After School Program.
2. Monitor sites to ensure quality and compliance of programs.
3. Monitor program compliance and establish a minimum of three quarterly meetings during the school year with KISD, After school Service Provider, and Advisory Committee. Quarterly meetings shall meet no later than November of each year for the first quarter, no later than February for the second quarter, and May for the last quarter and final evaluation of programming. If necessary, a quarterly meeting may be convened during the summer to set up, revise, or review program requirements.
4. Make recommendations regarding programming.
5. Assist/participate with Campus Advisory Committees.
6. Provide funding for program.
7. Approve the After School Program Service Provider, but such approval shall not be unreasonably withheld.

B. KISD will:

1. Provide guidance and direction in the development of programs and activities on campus.
2. Supervise, monitor, and guide to ensure alignment of project activities with program guidelines.
3. Identify appropriate KISD students for referral and program participation.
4. Assist in the recruitment of students by referral to the program..
5. Obtain parental permission for student participation in program.
6. Provide appropriate student orientation.
7. Provide access to necessary use of facilities that are conducive for program activities daily, including use of a telephone.
8. Facilitate a new or existing After School Campus Advisory Committee or Site-Based Management Team.
9. Provide program compliance and project development assistance through the Campus Advisory Committee or Site-Based Management Team.
10. Coordinate planning for tutoring.
11. Ensure After School staff is receiving support from teachers at the school.
12. Ensure the safety of students after school.

13. Provide internal and external evaluation services.
14. Select a third-party After School Program Service Provider. KISD shall provide the name of After School Program Service Provider to the CITY for approval within ten days after selection by KISD. The After School Program Service Provider shall not provide any services under this Agreement until approved by the CITY.
15. Ensure that the approved After School Program Service Provider is in full compliance with this Agreement

C. After School Program Service Provider

1. The After School Program Service Provider shall:
 - a. Implement After School Program goals.
 - b. Appoint On-site Coordinator.
 - c. Establish communication between the CITY, KISD, and On-Site Coordinator.
 - d. Ensure experienced staff assigned to KISD.
 - e. Provide training opportunities for staff.
 - f. Be responsible for administrative records and reports as outlined in Paragraph 5.E .
 - g. Provide required reports to CITY through KISD.
 - h. Ensure the Program operates within budget.
 - i. Be responsible for financial management of contracted services.
 - j. Establish regular meetings with Campus Advisory Committee or Site Based Management Team.
 - k. Ensure safety of students after school.
2. After School On-site Coordinators shall:
 - a. Provide oversight of Program at schools.
 - b. Supervise day-to-day activities of Program staff.
 - c. Develop working relationship with principal and school staff.
 - d. Coordinate information exchange between CITY, KISD, and After School Program Service Provider .
 - e. Maintain student records and reports.
 - f. Attend training offered by After School Program Service Provider or KISD.
 - g. Ensure safety of students after school.

D. Campus Advisory Committees shall:

1. Consist of campus Principal, campus teachers, On-site Coordinator, students, parents, and members of the community.
2. Hold regular scheduled monthly meetings.
3. Prepare and submit applications for funding.
4. Conduct program planning and development.

5. Participate in the selection of the After School Program Provider for each campus.
6. Participate in program evaluation.
7. Prepare and maintain accurate meeting minutes.

6. REPORTS, RECORDS, AND TRAINING

A. Records to be submitted to CITY by KISD:

1. Annually
 - a. KISD shall submit a list of participating schools. The list shall include a contact name for each campus, a telephone number, and e-mail address.
 - b. Current school year calendar
 - c. Discipline Policy
 - d. Staff Meeting
 - e. Staff Training Schedule
 - f. Student Enrollment Procedure
 - g. Student Recruitment Procedure
2. Monthly
 - a. Attendance records shall be taken daily and submitted monthly and shall include:
 1. Number of students registered or enrolled.
 2. Participation – average daily attendance.
 3. Number of hours of tutoring assistance per week.
 4. Number of hours of sports and recreational activities per week.
 5. Number of community service projects per school year.
 6. Number of hours per week of fine arts, character development, or life skills.
 - b. Lesson plans
 1. Planned monthly schedule of activities. Plan shall include location, including room numbers, and time of activities.
 2. Highlights of previous month's activities.
 - c. Campus Advisory Committee meeting schedule and minutes.
3. Records and reports may be e-mailed to CITY.

B. Records to be maintained on site

1. Participant registration
2. Parental consent forms

3. Written Safety Policy and Procedures
 4. Disciplinary actions
 5. Staff training records
- C. Reports shall provide a method of evaluation for improvements in Academics, Social Skills, and Recreational Activities.
1. Pre-program
 2. Mid-year
 3. Post program
- D. Training
1. A minimum of 15 hours of training is required for Program staff.
 2. Staff meetings and Campus Advisory Committee meetings shall not be considered training.

7. FISCAL REQUIREMENTS.

- A. Program Budget shall:
1. Include a financial plan to implement program based on a minimum average daily attendance.
 2. Ensure Program operates a minimum of 4 days per week from school dismissal until 6:00 p.m.
- B. Equipment and Supplies for After School Service Provider
1. All funding, including administrative costs, payroll, professional and contracted services, travel, printing, supplies and materials, and other operations costs shall be limited to the funds acquired by KISD from the CITY.
 2. Equipment with a per unit cost of \$100 or more shall not be purchased.
- C. Program funding is based on a fixed amount of \$1,000 per student per school year. Funding is dependent upon a required daily average attendance. For the program/school year 2007-2008, the required daily attendance average of 125 participants is required. This attendance average may be modified if funding levels increase or decrease during any renewal contract period.
- D. Invoices
1. Invoices from KISD shall be prepared monthly and submitted to the CITY by the 15th day of each month for the previous month of service and shall be paid no later than the 15th day of the following month. Invoices shall be submitted to the address in Paragraph 16, NOTICES, to the Attention: Senior Administrative Assistant.

2. Funds may only be used for eligible items. It is KISD’s responsibility to ensure that the After School Program Service Provider is spending the funds only on eligible supplies and activities. If audited, KISD will reimburse the CITY for the total amount for any expenditure that that is not allowed by the Program.
3. No funds may be used to pay for religious worship, instruction or proselytization, or for any equipment or supplies for such, or for construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction or proselytization.

8. GENERAL PROGRAM REQUIREMENTS.

A. All of the following components are required in the development of activities:

1. Academic activities encompassing the following guides that will inspire creative learning, improve critical thinking, and relate directly to the students’ class work.
 - a. Homework assistance.
 - b. Tutoring in specific subjects.
 - c. Hands on learning; exploring a variety of learning styles coupled with student abilities.
 - d. Variety of topics and interests: nature, environment, multi-cultural diversity, and enrichment.
2. Sports and recreation, both structured and unstructured, allowing for individual and team play exercises.
 - a. Physical Fitness
 - b. Outdoor individual and/or team oriented; golf, tennis, volleyball, basketball, badminton
 - c. Indoor individual and/or team oriented; gymnastics, board games, table tennis, etc.
 - d. Other recreational activities that may not otherwise be available for students to participate.
 - e. Recreational pursuits for any physically challenged individuals.
3. Community Service
 - a. Two age-appropriate service projects per school year.

B. One of the following is required in the development of activities. However, all may be used and programming may be mixed to provide learning opportunities in all three.

1. Fine Arts – provide skill development and/or appreciation of the arts.
 - a. Visual arts, i.e. painting, graphics, drawing, etc.

- b. Performing arts, i.e. vocal or instrument music lessons, choir, drama, dance, public speaking, etc.
 - c. Arts and Crafts.
2. Character Development – activities promoting positive values and emphasizing social competencies such as honesty, integrity, responsibility, friendship skills, and peaceful conflict resolution.
- a. Programs promoting resistance and refusal skills
 - b. Assertiveness training
 - c. Self-Esteem and positive self worth programs
 - d. Analyzing media and peer influences
3. Student Life Skills – activities teaching skills and providing knowledge on topics students can use.
- a. Cooking
 - b. Nutrition
 - c. Consumer Issues

9. PROGRAM OPERATION

A. KISD will

- 1. Ensure the After School Service Provider understands and complies with the maximum staff to student ratio of 1:15 for elementary schools and 1:20 for middle schools.
- 2. Ensure that students are supervised at all times during the After School Program until the student is picked up.
- 3. Ensure substitute staff is available to maintain staff/student ratios.
- 4. Make transportation arrangements.
- 5. Evaluation:
 - a. Plan for data collection
 - b. Develop pre-tests, mid-year tests, and post-tests.
- 6. Ensure that the After School Program Service Provider:
 - a. Complies with staff attendance.
 - 1. Staff shall allow enough time to set up prior to student arrival and be ready to greet students as they arrive.
 - 2. On-Site Coordinators shall not leave the jobsite during the hours of operation without contacting and receiving approval from their supervisor. An alternate On-Site Coordinator shall be designated until regular employee returns.
 - 3. Program leaders, staff, and volunteers shall not take personal calls during program hours.
 - 4. Program staff shall notify On-Site Coordinator 2 hours, if possible, and not less than 30 minutes prior to the start of the Program if staff is unable to report for duty.

5. Staff shall not eat or drink any Program snacks provided to Program students.
- b. Organize volunteers.
 1. Volunteers shall be supervised by a staff member.
 2. Volunteers shall attend an orientation or training session.
 3. Volunteers shall be instructed on the importance of confidentiality, speech, behavior, and dress code.
 4. Volunteers shall complete an application/commitment form and be interviewed/screened prior to placement.
- c. Conduct criminal background checks on all new/returning staff and volunteers.
- d. Fill out Incident Reports, maintain files, and notify CITY of any offenses, investigations, or similar incidents that occur with a Program participant within 48 hours of occurrence.
- e. Ensure Program staff have First Aid supplies readily available at all times.
- f. Ensure a minimum of one Program staff is currently certified in CPR and First Aid by a nationally recognized organization that certifies CPR and First Aid training.
- g. Ensure at least one Program employee is on site at any time when children are present.
- h. Implement the following dress code:
 1. Program Staff and Volunteers shall be clean and neat when reporting to work.
 2. Staff and Volunteers shall be identified by an identification card, a nametag, or staff shirt.
 3. Staff and Volunteers shall not have excessive or exposed body art/tattoos or numerous ear piercing.
 4. Male Staff and Volunteers shall remove earrings.
 5. Staff and Volunteers shall not wear tongue, eyebrow, lip, or nose jewelry.
 6. Staff and Volunteers shall not wear the following:
 - a. Cut-off shorts
 - b. Baggy pants
 - c. Gang related attire
 - d. Revealing clothing
 - e. Clothing with inappropriate logos, slogans, or text.

- i. Ensure that all visitors sign in and out with the On-Site Coordinator.

10. PROGRAM EVALUATION

- A. Program evaluation shall be developed to provide information regarding these objectives:
 1. Benefits of the Program for children and their communities.
 2. Document the scope of services and activities offered in each Program site.
 3. Quantify the level of participation in each Program site.
 4. Determine the Program offerings that are most effective in meeting the needs of the children and their communities, both short and long term.
 5. Provide a basis upon which future funding decisions are made.
 6. Provide criteria for determining program continuation.
- B. Data to be collected:
 1. Enrollment/Attendance
 2. Program Efficiency Data – cost per unit of service
 3. Program Quality Data
 4. Program Satisfaction Data – rating by children and parents as to interest in continuing enrollment in the program.
 5. Program Outcome Data
- C. Data collection strategies:
 1. Forms (attendance, registration, etc)
 2. Surveys
 3. Interview
 4. Focus Groups
 5. Site Observations

11. PROGRAM IMPLEMENTATION

- A. KISD will:
 1. Continue recruitment activities
 2. Establish homework/tutoring space.
 3. Coordinate additional hours for libraries and labs.
 4. Evaluation:
 - a. Conduct pre-tests as needed.
 - b. Review attendance data collection and assist as needed with any difficulties.
 - c. Review other performance data collection.

12. INDEPENDENT CONTRACTOR. KISD and After School Program Service Provider shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the CITY. KISD and After School Program Service Provider shall have the exclusive control of, and the exclusive right to control the work designated to the KISD and the After School Program Service Provider to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, and employees. CITY shall not be responsible under the Doctrine of Respondeat Superior for the acts and omissions of KISD or the After School Program Service Provider, its respective officers, members, agents, employees, or officers.

The CITY shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the KISD. The CITY shall have the exclusive control of, and the exclusive right to control the work designated to the CITY to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, and employees. KISD shall not be responsible under the Doctrine of Respondeat Superior for the acts and omissions of CITY, its officers, members, agents, employees, or officers.

No provision of this agreement shall operate or be construed as a waiver by either party of any immunity from liability which it has or could be asserted under the doctrine of governmental immunity or any other immunity which it has under law.

13. INDEMNIFICATION: KISD must include the following language in any agreement or contract with the After School Program Service Provider

After School Program Service Provider shall indemnify, defend, and hold harmless the City of Fort Worth and KISD any and all parties claiming by, through, or under those entities (collectively, "Indemnified Parties") from and against, any and all liabilities, losses, damages, costs, expenses (including, without limitation, court costs, reasonable attorneys' fees, in accordance with LCG 217.159, and expenses), causes of action, suits, claims, demands, or judgments, of any nature, whether foreseen or unforeseen, ordinary or extraordinary (collectively, "Claims"), arising or alleged to arise from or in connection with any injury to or death of any person or any damage to or loss of property of After School Program Service Provider, its employees and invitees, on or about the premises during the hours of After School Program Service Provider's permitted use and arising out of or connected with After School Program Service Provider obligations under this Agreement, even if such Claims result from or are claimed to have resulted from the concurrent negligence of the Indemnified Parties.

14. CLAIMS, WAIVER OF IMMUNITY. KISD and CITY agree to notify the other promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death or damages related to this Agreement. KISD and CITY agree to make its officers,

agents, and employees available at all reasonable times for any statements and case preparation necessary for the defense of any claims or litigation for which the other party may be responsible hereunder.

KISD shall require the After School Program Service Provider to report to City and KISD promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death, or damages related to this Agreement. Such report shall be made in writing and shall be provided promptly, but in no event more than two KISD business days, after receipt of any claim or lawsuit by Provider.

Nothing herein shall be deemed to constitute a waiver of any immunity or affirmative defense, which may be asserted by KISD or the CITY as to any claim of any third party.

Nothing herein shall be construed in any manner, to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.

KISD agrees to require its contractors to furnish the CITY and KISD with certificate of insurance, acceptable to the CITY and KISD, as proof that they secured and paid for a policy of commercial liability insurance covering all public risks related to work performed under this Agreement. Certificates of Insurance must show that the CITY and KISD are named as Additional Insureds, and that the policy is endorsed with a Waiver of Subrogation in favor of the CITY and KISD.

15. TERMINATION OF AGREEMENT.

A. If the CITY, the KISD, or the After School Program Service Provider fails, for any reason, to perform any provision of this Agreement, this Agreement may be terminated if the default continues for a period of thirty (30) days after the notifying party notifies the defaulting party in writing of the default and its intention to declare this Agreement terminated. If the defaulting party does not cure or correct such breach within the thirty (30) day period, the notifying party shall have the right to declare this Agreement immediately terminated and neither party shall have further responsibility or liability hereunder.

B. This agreement may be terminated by either party, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the contract is being terminated and the effective date of termination.

16. NOTICES. Any notice provided for or permitted under this Agreement shall be made in writing and may be given or served by (i) delivering the same in person to the party to be notified, or (ii) depositing the same in the mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified, or (iii) sending by telecopy, with a copy thereof sent by registered mail on the same day. If notice is deposited in the

mail pursuant to (ii) or (iii) of this Section 16, it will be effective upon receipt or refusal. For the purpose of notice, the addresses of the parties are, until changed as provided below, as follows:

City:
City of Fort Worth
Parks and Community Services
4200 S. Freeway, Ste 2200
Fort Worth TX 76115

KISD:
Superintendent of Schools
Keller Independent School District
350 Keller Parkway
Keller, TX 76248

With Copy to:
Sarah Fullenwider
Assistant City Attorney
1000 Throckmorton Street
Fort Worth, Texas 76102

However, the parties may from time to time change their respective addresses, and each shall have the right to specify as its address any other address upon at least ten days written notice to the other party.

17. NONDISCRIMINATION.

A. Neither CITY, KISD, the After School Program Service Provider nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract, shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

B. The CITY and KISD, agree that in the execution, performance, or attempted performance of this agreement, they will not discriminate against any person or persons because of gender, religion, color, sexual orientation, or national origin, nor will KISD permit its agents, employees, subcontractors or program participants to engage in such discrimination.

18. SEVERABILITY. The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph or other part of this agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

19. WAIVER OF DEFAULT. No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provisions or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

20. FORCE MAJEURE.

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

21. APPLICABLE LAW.

- A. This contract shall be construed in accordance with the laws of the State of Texas.
- B. **Venue and Jurisdiction.** If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in State courts located in Tarrant County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

22. SUBCONTRACTING. Other than routine subcontracts required by the ISD for the operation of the ISD and the approved After School Program Service Provider, KISD will not assign or subcontract any of its rights or responsibilities under this contract without prior formal written amendment to this Agreement properly executed by the CITY and KISD.

23. SOLE AGREEMENT. This written instrument and any attached exhibits constitutes the entire agreement by the parties hereto concerning the work and services to be performed and any prior or contemporaneous, oral or written agreement, which purports to vary from the terms hereof, shall be void.

24. AMENDMENT. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

25. PARTIES BOUND. This Agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

26. SEVERABILITY OF PROVISIONS. If any of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
27. SIGNATURE AUTHORITY. KISD certifies that the person signing this Agreement has been properly delegated this authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and any attachments and exhibits in multiples this the _____ day of _____, 2007.

CITY OF FORT WORTH

**KELLER INDEPENDENT
SCHOOL DISTRICT**

By: _____
Libby Watson
Assistant City Manager

By: _____
Superintendent, Board of Education
Keller Independent School District

ATTEST:

ATTEST

City Secretary

Secretary
Board of Education

APPROVED AS TO FORM
AND LEGALITY:

By: _____
Assistant City Attorney

Attorney for Keller Independent
School District