

**KELLER INDEPENDENT SCHOOL DISTRICT
and
COMMUNITIES IN SCHOOLS OF GREATER TARRANT COUNTY, INC.**

**Contract for Management and Support of
COMMUNITIES IN SCHOOLS**

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between Communities In Schools of Greater Tarrant County, Inc., hereinafter known as "CIS", a private non-profit corporation, and the Keller Independent School District, hereinafter known as "District". The Parties agree to enter into a cooperative effort to provide school-based support services to students and their families in order to increase their level of school success. The Parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performances and accomplishments of the tasks hereinafter described.

SECTION 2. CONTRACTOR PERFORMANCE

- A. CIS shall, in satisfactory performance of this contract, perform and/or provide for the following functions for the District:
1. Provide overall management and supervision of the Communities In Schools (CIS) programs on named District campuses.
 2. CIS will follow national, state, TEA and local policies and ethical standards for service provision, under applicable state and local laws. Further, CIS will follow the written district or school policies concerning student service delivery where written district or school policies are more restrictive than the policies noted above, except as otherwise herein noted or mutually agreed in writing.
 3. Students case managed will meet the criteria established by TEA for CIS students and also include students recommended by school staff who are designated as special education students or disciplinary referrals.
 4. Provide the following six (6) components:
 - a. Counseling & Supportive Guidance
 - b. Health & Human Services Referrals
 - c. Educational Enhancement
 - d. Enrichment Activities
 - e. Parental Involvement
 - f. Pre-Employment & Career Awareness
 5. Coordinate a written campus plan each semester which is approved by the Principal.
 6. Maintenance of files on students served containing all relevant data requisite to the case and to project criteria. Case records will only be released in accordance with the confidentiality of Mental Health Information statutes under Texas Civil Law.
 7. Supervision and oversight of the assigned full-time, school-based project staff in accordance with CIS personnel policies and consistent with state law. Project staff members remain employees of CIS. Individuals brokered by CIS from other agencies in support of this project

remain employees of the assigning agency, but each agency's actions are carried out under the auspices of CIS and in accordance with the mutually agreed upon service delivery plan. Such individuals shall comply with campus rules regarding access to the campus and students, and shall be screened in the same manner as CIS or District personnel and volunteers. The campus principal shall have authority to direct CIS as to whether any specific individual or agency will or will not be allowed access to the campus or students. CIS staff cannot fulfill additional duties (administrative, clerical, classroom or otherwise) that would usually be assigned to District employees.

8. Managerial, administrative, logistical and technical support to ensure the success of the projects' service delivery initiatives. Advertise for, interview, hire, train, supervise, supply, discipline and if necessary, terminate CIS staff. CIS staff assigned to this project, under the direction of the CIS President & CEO and Board of Directors, are responsible for oversight of CIS activities.
9. Notification to the District and appropriate legal authorities of cases presented to its staff that involve suicidal ideation, violent behavior, child abuse, and sexual abuse/harassment. CIS will assist in the resolution of such cases if requested by the District.
10. An annual report that will include a demographic profile of participants and project outcomes. This report may include an account of resources brought to the district by CIS as well as overall numbers of students participating in various CIS activities. The district may request other reports.
11. Proof of Commercial General Liability Insurance naming the District as additional insured and proof of Automobile Hired, Non-owned Liability Insurance and Workers Compensation Insurance.

B. In support of this contract, the District shall provide the following:

1. \$110,000 for four (4) full-time CIS professional staff. Two (2) equal payments in the amount of \$55,000 shall be made payable to Communities In Schools. The first payment shall be made in September and the second in January.

Supported campuses include: Fossil Hill Middle School, North Riverside Elementary School, Parkview Elementary School, and Chisholm Trail Intermediate School.

2. Office space and furnishings appropriate to CIS needs including internet access, telephones, a four-drawer locking file cabinet, and use of District owned equipment such as a copier and a fax machine.
3. With parental consent, access to records such as grades, attendance, test scores, and free/reduced lunch status for documentation of at-risk status and progress towards case-management goals of students participating in CIS programs.
4. Responsibility for all cases involving suicidal ideation, violent behavior, child abuse, and sexual abuse/harassment.
5. Notification in writing of all developments, policy changes or other issues arising within the District or school which affect or have the potential to affect the provisions of this MOU or the operation of CIS programs.
6. Opportunities for CIS orientation on school campuses. Sufficient time each year for a brief CIS overview and update at a meeting of District Trustees.

7. Student referrals by school administrators and teachers at a minimum of 90 per school year.
8. The same criminal background investigations on all prospective CIS staff and volunteers as done on prospective District staff and volunteers, with the consent of the prospective CIS staff member or volunteer. If the prospective staff member or volunteer does not consent to allow the background investigation, the District will not allow such prospective staff member or volunteer to work in the school.
9. With parental consent, allow transportation in privately owned and commercial vehicles as needed.
10. Inclusion of CIS in the District Improvement Plan where appropriate and as agreed upon with the CIS President & CEO (note: TEA requires that CIS be included in the District Improvement Plan).

SECTION 3. TERMINATION

- A. Either of the parties hereto shall have the right in such party's sole discretion and at such party's sole option to terminate this contract at any time prior to the end of each annual term upon thirty (30) days written notice. Notification shall promptly be made in writing of such determination, the reasons for such termination, and the effective date of such termination.
- B. Upon termination or receipt of notice to terminate, whichever occurs first, CIS shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts to be terminated, and shall cease to incur costs thereunder. The District shall not be liable to CIS or to its creditors for costs incurred after the date of termination of this contract.

Memorandum of Understanding

This Memorandum Of Understanding constitutes the full and total understanding and agreement of the parties, and any modification, amendment or alteration hereto must be agreed in writing by all parties hereto. This Agreement is and will be governed by the laws of the State of Texas.

The term of this MOU shall be from September 1, 2008 through August 31, 2009, which is automatically extended for one calendar year on every first day of every August, unless one or both parties request modification of, or the cancellation of this Memorandum, prior to July 31st of any year. Either party may cancel this MOU if thirty days written notification is provided to the other party.

IN WITNESS WHEREOF this agreement is signed this _____ day of _____, 2008.

James R. Veitenheimer, Superintendent
Keller Independent School District

Date

D. M. (Mike) Steele, President & CEO, Communities In Schools

Date