

## **INTERLOCAL AGREEMENT**

### **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT AND COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.**

**THIS INTERLOCAL AGREEMENT** hereinafter referred to as “the Agreement” is made by and between the Ector County Independent School District (hereinafter referred to by name or as “ECISD”), and Communities in Schools of the Permian Basin, Inc. (hereinafter referred to by name or as CISPb), pursuant to Chapter 791 of the Texas Government Code.

#### **WITNESSETH:**

**WHEREAS**, Communities In Schools of the Permian Basin, Inc. is a non-profit organization administered by the Texas Education Agency (TEA); and

**WHEREAS**, the Ector County Independent School District desires to engage Communities In Schools of the Permian Basin, Inc. to render services to ECISD students composed within the CISPb model; and

**WHEREAS**, Communities In Schools of the Permian Basin, Inc. desires to perform said services;

**NOW THEREFORE**, the parties enter into the following Agreement:

#### **ARTICLE 1 – CONTRACT TERM**

This Agreement for services is effective September 1, 2011 and shall continue through August 31, 2012.

#### **ARTICLE 2 – PURPOSE**

The purpose of the Agreement is to provide assistance to ECISD students who are at risk of not obtaining a high school diploma and who meet the TEA “At-Risk” criteria according to the Texas Education Code 29.081 (d) 1 through 13 (g).

#### **ARTICLE 3 – SCOPE OF SERVICES**

CISPb will provide to ECISD during the term hereof, the following projects and services:

- (1) One full-time Campus Coordinator, per campus, to assist and case manage 110 ECISD students who are at-risk of not obtaining a high school diploma and who meet the TEA “At-Risk” criteria according to Texas Education Code 29.081 (d) 1 through 13 (g). CISPb will case manage participating students and will coordinate referrals to and from its partnering agencies. Services provided will fall within the scope of the six (6) components of the CIS model: Supportive Guidance/Counseling; Health and

Human Services; Parental Involvement; Enrichment Activities; Career Awareness; and Educational Enhancement. Parental Involvement activities will be a prime focus during the term of this agreement. Campus Coordinators will provide services addressing Academics, Attendance, Behavior and Social Services.

- (2) Prevention services will address drug and alcohol and tobacco issues via presentations and educational activities.
- (3) College Awareness and Preparation and Career Exploration activities are included in the CIS model.
- (4) Each Campus Coordinator will be expected to meet the established goal of 110 students per campus prior to the end of the first semester. Support and training will be offered to assist each Coordinator in reaching this goal. Should Coordinator fail to meet the goal in spite of support and training, CISPb will replace the Coordinator in order to achieve the minimum number of students enrolled and to ensure all students receive needed services during the second semester.
- (5) CISPb will establish a program that will continue to serve students during summer break. Coordinators will continue to track students attending summer school but will focus attention on the more intensive summer program.

ECISD will provide to CISPb during the term hereof, the following projects and services:

- (1) A computer generated list of students meeting the TEA definition of "at-risk". This list will be supplied to CISPb as soon as possible following the last day of classes in the second semester. CISPb will focus on enrolling students from this list by contacting parents to promote the services available to their children.
- (2) Additional referrals of students meeting the TEA definition of "at-risk" throughout the academic year.
- (3) Ensure teachers and administrators at all participating campuses are familiar with the combined goals of ECISD and CISPb and that all ECISD campus staff work cooperatively with CISPb to ensure the goal of 110 students per campus is met timely.
- (4) Ensure CISPb has adequate access to student data records necessary to assess the eligibility of students for the CIS program, assess student needs, monitor student progress, and to evaluate the effectiveness of service delivery.
- (5) Provide a single point of contact responsible for the facilitation and resolution of problems with the potential to create obstacles to CISPb in meeting expected outcomes.

- (6) Provide space for all campuses served by CIS to include: janitorial services, utilities, maintenance/repair, phones and office furniture.

#### **ARTICLE 4 – CAMPUS AND DISTRICT IMPROVEMENT PLANS**

ECISD will ensure that CISPb is written into the campus and district improvement plans as a strategy for drop-out prevention.

#### **ARTICLE 5 – SUPERVISION**

CISPb as employer of record for the Campus Coordinators will provide day to day supervision of work product and behavior as required by CISPb Employee and Personnel Handbooks and the TEA mandated Campus Implementation Requirements (CIR). ECISD as campus host, will provide feedback to CISPb management on work product and behavior, both positive and negative. CISPb will communicate issues requiring significant disciplinary actions with ECISD when such action is warranted. CISPb remains the final authority on disciplinary measures related to Campus Coordinators when the problem is related to CIS required policies and procedures. Campus administration will be provided monthly reports of each Campus Coordinator's activities. Should a Coordinator's job performance need improvement, CISPb will place the Coordinator on a Performance Improvement Plan designed to best serve the employee, the District, and the students. CISPb will immediately investigate and address any workplace product or behavior the District believes to be disruptive or counter-productive to the Campus educational process.

#### **ARTICLE 6 – EVALUATION COMPONENT**

CISPb will provide to ECISD a written evaluation of the program's effectiveness by November 15, 2011 covering the prior contract term. Evaluations will be distributed to students, parents, administrative and supportive staff by April 2012 for evaluation of the current year's services.

#### **ARTICLE 7 – PROGRAM PLACEMENT**

The following schools are included in this term's program contract:

Goliad Elementary  
Hood Junior High School  
Permian Senior High School

#### **ARTICLE 8 – USES OF ECISD INFORMATION AND RECORDS BY CISPb**

Authorized representatives of CISPb may access and use information obtained from ECISD's student database systems for the sole purpose of enrolling and case managing ECISD students in the CIS program.

Limited direct access to databases will be provided through GradeSpeed and the iTCCS system. Each Coordinator will be assigned to a class period as teacher with the entire CIS student roster

as students. User names and passwords will be provided to each Coordinator. This access will allow Coordinators to view attendance, TEKS history, six-weeks grades, schedule and emergency information. The district point of contact for additions to class rosters will be spelled out at the beginning of each school year or whenever staff turnover occurs.

Administrative and Information Services will provide a report to show each CIS student's free/reduced lunch status twice per six-weeks, Administrative and Information Services will provide a report to show disciplinary infractions for each CIS student twice per six-weeks. Discipline information needed on a more frequent basis will be obtained from campus personnel such as the principal, assistant principal, counselor or data specialist.

Required information not available through GradeSpeed and report sources explained above, shall be provided as ad hoc reports or through other mechanisms determined through mutual agreement between MISD and CISPb.

CISPb will provide the list of student participants to the district point of contact as students enroll. Necessary student information shall be returned to CISPb or made accessible to CISPb within seven calendar days to allow the Coordinators to complete the TEA required assessments within 14 calendar days of receipt of Parental Consent Forms (TEA requirement).

CISPb will not release or disclose to the public or any third party such information or records without the prior written consent of the parent(s) of the minor child in question, except as required by the state or federal law. Each party shall take all steps necessary to ensure that the student information and records are viewed only by authorized representatives of CISPb for the permissible uses stated herein. Said information is considered confidential, and shall not be used by CISPb or any of its employees or agents for private purposes. CISPb acknowledges and understands that the unauthorized release of student information or records may subject the individual or entity to criminal and civil penalties. Accordingly, CISPb will educate and inform its staff regarding ECISD "Acceptable Use Guidelines for Technology", permissible uses of the student information and records obtained from ECISD databases, and the Family Educational Rights and Privacy Act (see 20 U.S.C. {1232g} and 34 C.F.R. {90}, et. Seq.). CISPb further agrees that the information or records disclosed or obtained pursuant to this Agreement will be destroyed by CISPb after the need for such information ceases to exist.

## **ARTICLE 9 – TERMINATION**

This Agreement may be terminated by any of the following occurrences:

- A. By mutual agreement and consent in writing by both parties upon a minimum of thirty (30) days notice;
- B. By either party, upon thirty (30) days written notice to the other party, providing a Letter Request for Termination, provided there is a reasonable basis for the requested termination; or
- C. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

Written notice shall be valid only if received by the parties pursuant to ARTICLE 13 herein.

#### **ARTICLE 10 – AMENDMENTS**

Any and all changes to this Agreement may be enacted by written amendment or addendum properly executed by the appropriate representatives of each party.

#### **ARTICLE 11 – ASSIGNMENT**

Neither party shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other party.

#### **ARTICLE 12 – LIABILITY AND INDEMNITY**

The parties hereto agree to the extent permitted by law, to forever release from liability, indemnify, and hold harmless each other for the acts and/or omissions of their respective employees. Specifically, CISPb agrees, to the extent permitted by law, to fully release, indemnify and hold harmless, ECISD for the acts and/or omissions of any CISPb employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement. Further, ECISD agrees, to the extent permitted by law, to fully release, indemnify and hold harmless CISPb for the acts and/or omissions of any ECISD employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement.

#### **ARTICLE 13 – 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 CISPb: Communities In Schools of the Permian Basin, Inc.  
Rebecca Nicholson, Board Chair  
PO BOX 60594  
Midland, TX 79711  
PH: (432) 552-2495  
FAX: (432) 552-3495  
Email: [rebnicholson@gmail.com](mailto:rebnicholson@gmail.com)

For ECISD: Ector County Independent School District  
Hector Mendez, Superintendent  
802 N. Sam Houston Ave.  
Odessa, TX 79761  
PH: (432) 332-9151  
FAX: (432) 334-7138  
Email: [Hector.Mendez@ectorcountysd.org](mailto:Hector.Mendez@ectorcountysd.org)

## ARTICLE 14 – APPROPRIATION OF FUNDS

CISPB and ECISD agree that the performance of each is subject to the ability of the parties to provide or pay for the services required under this Agreement. CISPB and ECISD 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 available to the paying party, and any future payments are subject to appropriations.

**WHEREAS**, Communities In Schools of the Permian Basin, Inc. and the Ector County Independent School District agree to the terms as set forth above, this Agreement shall be effective on the date described in Article 1 provided Agreement is fully executed by the proper authorities of each entity, after approval by the governing bodies of such entities.

### AGREED TO BY:

#### COMMUNITIES IN SCHOOLS OF THE PERMIAN BASIN, INC.

By: Rebecca Nicholson  
Rebecca Nicholson, Board Chair

Date: 8/23/11

#### ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Hector Mendez, Superintendent

Date: \_\_\_\_\_

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