

# **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

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

### **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 "E.C.I.S.D."), and Communities In Schools of the Permian Basin, Inc., pursuant to Chapter 791 of the Texas Government Code.

**WHEREAS**, Communities In Schools of the Permian Basin, Inc. (hereinafter referred to by name or as "C.I.S.P.B.") is a non-profit organization administered by the Texas Education Agency; and

**WHEREAS**, the Ector County Independent School District desires to engage Communities In Schools of the Permian Basin, Inc to render services to E.C.I.S.D. students composed within the C.I.S.P.B. 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 entered into effective the 27 day of August, 2008, and shall continue through August 31, 2009.

#### **ARTICLE 2.-PURPOSE**

The purpose of this agreement is to provide assistance to E.C.I.S.D. students who are at risk of obtaining a high school diploma and meet the TEA "At Risk" criteria according to Texas Education Code 29.081 (d) 1 thru 13 (g).

#### **ARTICLE 3.-SCOPE OF SERVICES**

C.I.S.P.B. will provide to E.C.I.S.D. during the term hereof the following projects and services:

- (1) One full time Campus Coordinator to assist, and case manage E.C.I.S.D. students who are at risk of obtaining a high school diploma and meet the TEA "At Risk" criteria according to Texas Education Code 29.081 (d) 1 thru 13 (g); C.I.S.P.B. will follow up with referrals to and from its partnering agencies that are within the scope of the six (6) components of the C.I.S.P.B. model: Supportive Guidance/Counseling; Health and Human Services; Parental Involvement; Enrichment Activities; Career Awareness; and Educational Enhancement. Coordination of social services efforts to provide supportive guidance and counseling for parents and youth with attendance problems; and at-risk of dropping out.
- (2) Prevention services to address drug and alcohol education, presentations and tobacco information for students and parents.

**ARTICLE 4.-**Ector County I.S.D. will ensure that Communities In Schools of the Permian Basin, Inc., is written into the campus or district improvement plan as a strategy for drop out prevention.

## **ARTICLE 5-EVALUATION COMPONENT**

C.I.S.P.B. will provide to Ector County Independent School District a written evaluation of the programs effectiveness by November 15, 2009 for the prior year. Evaluations will be distributed to students, parents, administrative and supportive staff by April 2009 for evaluation of the current year.

## **ARTICLE 6.-COMPENSATION AND METHOD OF PAYMENT**

For and in the consideration of the services to be performed by C.I.S.P.B. pursuant to this Agreement, E.C.I.S.D. shall pay to C.I.S.P.B. \$75,000.00 for services rendered at the following schools;

Ector Junior High School  
Crockett Junior High School  
Hood Junior High School  
Permian High School  
Odessa High School

Such amount shall be pre-paid in quarterly installments, whereas E.C.I.S.D. will be billed \$3,750.00 per campus as listed above totaling \$15,000.00 annually per campus.

## **ARTICLE 7.- USES OF E.C.I.S.D. INFORMATION AND RECORDS BY C.I.S.**

Authorized representatives of C.I.S.P.B. may access and use information obtained from E.C.I.S.D.'s students computer lookup systems for the sole purpose of assistance of E.C.I.S.D. students in the C.I.S. program. C.I.S.P.B. shall 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 C.I.S.P.B. for the permissible uses stated herein. Said information is considered confidential, and shall not be used by C.I.S.P.B. or any of its employees or agents for private purposes. C.I.S.P.B. acknowledges and understands that the unauthorized release of student information or records may subject the individual or entity to criminal and civil penalties. Accordingly, C.I.S.P.B. will educate and inform its staff regarding E.C.I.S.D. "Acceptable Use Guidelines for Technology", permissible uses of the student information and records obtained from E.C.I.S.D. databases, and the Family Educational Rights and Privacy Act (see 20 U.S.C. {1232g} and 34 C.F.R. {90}, et seq.). C.I.S.P.B. further agrees that the information or records disclosed or obtained pursuant to this Agreement will be destroyed by C.I.S.P.B. after the need for such information ceases to exist.

## **ARTICLE 8.- TERMINATION**

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

- A. By mutual agreement and consent in writing by both parties;
- B. By either party upon thirty (30) days written notice to the other party;
- C. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

## **ARTICLE 9.- 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 10.- ASSIGNMENT**

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

**ARTICLE 11.- 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, C.I.S.P.B. agrees, to the extent permitted by law, to fully release, indemnify and hold harmless E.C.I.S.D. for the acts and/or omissions of any C.I.S.P.B. employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement. Further, E.C.I.S.D. agrees, to the extent permitted by law, to fully release, indemnify, and hold harmless C.I.S.P.B. for the acts and/or omissions of any E.C.I.S.D. employee who may violate the terms of this Agreement, or any other state or federal law applicable to this Agreement.

**ARTICLE 12.- 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 C.I.S.P.B.: Communities In Schools of the Permian Basin, Inc.  
Connie May, Board President  
P.O. Box 60594  
Midland, TX 79711  
(432) 552-2495

**ARTICLE 13.- APPROPRIATION OF FUNDS**

C.I.S.P.B. and E.C.I.S.D. 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. C.I.S.P.B. and E.C.I.S.D. acknowledge that this Agreement between them 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 upon full execution of the Agreement 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: Connie May  
Connie May  
Board President

Date: 8/7/08

**ECTOR COUNTY I.S.D.**

By: \_\_\_\_\_  
Superintendent of E.C.I.S.D.

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