

ADDENDUM 1
September 1, 2009

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 ADDENDUM 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.

ARTICLE 1 – CONTRACT TERM

This modified Agreement for services is effective September 1, 2009 and shall continue through August 31, 2010.

ARTICLE 2 – PURPOSE

The purpose of the Addendum is to add Bonham Junior High School to the list of campuses receiving drop-out prevention services from CISPb and to document the negotiated financial support agreed to by ECISD and CISPb.

ARTICLE 3 – SCOPE OF SERVICES

Article 3 of the Interlocal Agreement between ECISD and CISPb is hereby modified as indicated below for the Bonham Junior High School campus:

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

- (1) One full-time Campus Coordinator will be assigned to assist and case manage 70 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).
- (4) As Bonham will be designated as a start-up campus, with staff, students and parents unfamiliar with the CIS concept, the Campus Coordinator will be expected to meet a minimum goal of 70 students during the 2009-2010 academic year. CISPb expects to exceed this reduced goal.
- (6) CISPb will provide all incidental materials and supplies necessary for the Bonham CIS office to operate.

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 execution of this agreement. CISPb will focus on enrolling students from this list by contacting parents to promote the services available to their children.
- (3) Ensure teachers and administrators at Bonham Junior High School are familiar with the combined goals of ECISD and CISPb and that all Bonham campus staff work cooperatively with CISPb to ensure the goal of 70 students per campus is met timely.
- (6) A fully furnished office, complete with desk, locking file cabinets, telephone, computer, and printer will be furnished by ECISD.

ARTICLE 7 – COMPENSATION AND METHOD OF PAYMENT

Article 7 of the Interlocal Agreement between ECISD and CISPb is hereby modified as indicated below for the Bonham Junior High School campus:

For and in consideration of the services to be performed by CISPb pursuant to this Agreement, ECISD shall pay to CISPb \$75,000 for services rendered at the following schools:

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

Upon receipt of invoice from CISPb, payment shall be paid in quarterly installments of \$3,750 per campus (with the sole exception of virtual campuses), with ECISD paying a total of \$15,000 annually per campus. In the event this Agreement is terminated prior to the date set forth in Article 1, any pre-paid funds will be refunded to the district on a pro-rata basis.

Should CISPb fail to meet the required number of students (100) per campus by the end of the first semester for any campus other than Bonham Junior High School, CISPb will forfeit payment for that campus. In the event a campus fails to meet the required number of students by the deadline, any pre-paid funds will be refunded to the district.

For and in consideration of the services to be performed by CISPb pursuant to this Agreement, ECISD shall pay to CISPb a sum not to exceed \$46,141 for services rendered at Bonham Junior High School:

Upon receipt of invoice from CISPb, payment shall be paid in quarterly installments. Invoices will accurately reflect the total cost of salaries and benefits as well as operational expenses necessary to fund the CIS model at the Bonham campus for the preceding quarter. CISPb will deduct from said invoice the cost for incidental materials and supplies to keep the campus operational. The invoice submitted to ECISD for reimbursement of the Bonham Junior High school expenses, will include supporting documentation as to salaries, benefits, and program

expenses such as campus trips, educational activities, parental involvement sessions, end of year transition groups, etc.

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.

ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT

By: _____
Don Carlton, Board Chair

By: _____
Hector Mendez, Superintendent

Date: _____

Date: _____