

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 “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.

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, 2009 and shall continue through August 31, 2010.

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 100 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 100 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 100 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.

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, 2010 covering the prior contract term. Evaluations will be distributed to students, parents, administrative and support staff by April 2010 for evaluation of the current year’s services.

ARTICLE 7 – COMPENSATION AND METHOD OF PAYMENT

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, 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.

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. 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.
- 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 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.
Connie May, Board Chair
PO BOX 60594
Midland, TX 79711
PH: (432) 552-2495
FAX: (432) 552-3495
Email: tholmes@cispb.org

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@ectorcountyisd.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.

ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT

By: _____
Connie May, Board Chair

By: _____
Hector Mendez, Superintendent

Date: _____

Date: _____