

INTERLOCAL AGREEMENT
Between
THE AUSTIN INDEPENDENT SCHOOL DISTRICT
And
CITY OF AUSTIN EASTSIDE STORY-AUSTIN POLICE DEPARTMENT
For the
PROVISION OF AFTER SCHOOL PROGRAM SERVICES
ON SCHOOL PREMISES

This INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **Austin Independent School District ("AISD")**, and **City of Austin, a Home Rule City primarily located in Travis County, Texas (hereinafter referred to as "City")** to specify the terms and conditions for the provision of after school program services by the **Eastside Story-Austin Police Department** (hereinafter referred to as "Provider") on AISD school premises.

WHEREAS, the City has an after school and summer camp program that provides a safe after school environment while promoting educational success and personal development through tutoring and enrichment services; and

WHEREAS, the AISD recognizes the value of quality after school programs in extending the intellectual and social development of students after regular school hours; and

WHEREAS, the City and AISD have each determined that it would be mutually advantageous for the AISD to provide space on school premises for the Provider; and

WHEREAS, the City and AISD are authorized to enter into this agreement by Chapter 791 of the Government Code, the Interlocal Cooperation Act, as each party is contracting for governmental functions that it is authorized to perform individually, and both parties agree that all payments made pursuant to this Agreement fairly compensate the performing party for the services provided;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the AISD and City agree as follows:

RECITALS:

- A. In recognition of the value of quality after school programs in extending the intellectual and social development of students after regular school hours, the Austin Independent School District enters into this Agreement to cooperate in the provision of after school programs on school premises. This cooperation includes provision of space required to meet state licensing

standards for the agreed upon number of students served in the after school program.

- B. After school program services will be provided in accordance with the attached AISD After-School Program and Space Use Plan (“Program Plan”) mutually agreed upon by the school principal and the Provider’s Program Director at each program site.
- C. AISD has agreed to allow Provider to use the premises pursuant to the further terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, PROVIDER and AISD agree as follows:

1. After School Care License.

The Provider will:

- (a) Provide an annual letter of exemption of the requirement to be licensed for After School Care from the Department of Regulatory and Protective Services;
- (b) Provide copies of documentation for insurance, and any other documentation as required for licensed programs by the Department of Protective and Regulatory Services for operation of a school-age child care program; and notify the principal immediately of any violations in licensing requirements, accidents, or incidents.

2. Program Plan

The Provider and school principal at each site will mutually agree upon a plan for the After school Program Services to be detailed in the *Program Plan*, which describes:

- (a) Student developmental needs to be addressed by the program;
- (b) Maximum number of students who may be enrolled in the program;
- (c) Target student-to-staff ratio;
- (d) Allowable space and equipment use;
- (e) Hours of operation; and
- (f) Other matters specific to the site.

3. Enrollment.

The Provider and school principal will mutually establish an enrollment figure that reflects the ongoing needs of the school population, facility capacity and program staffing.

The Provider will:

Whether the program is licensed or exempt:

- (a) Establish a registration system that complies with the Texas Department of Protective and Regulatory Services “Minimum Standards for Day Care Services” and includes onsite copies of all important student information;
- (b) Notify the principal immediately upon reaching full capacity;
- (c) Maintain a teacher to student ratio that does not exceed 1 teacher per 26 students, with the understanding that a 1 teacher per 12 student ratio is recommended;
- (d) Provide parents and principals with a copy of the annual fee schedule, calendar, and policies including those related to discipline, termination, and programming; and
- (e) Notify the school principal, in writing, when a family is facing suspension or termination due to unacceptable behavior on the part of the child, the inability or unwillingness to pay program fees or other circumstances that may arise.

4. Staffing

The Provider will:

Whether the program is licensed or exempt:

- (a) Ensure that all staff comply with the hiring, screening and training requirements of the Texas Department of Protective and Regulatory Services as outlined by “Minimum Standards for Day Care Services” including day care provider qualifications, criminal history checks, central registry requirements, and any other requirements found at federal, state or local law. This is in addition to any requirements made by the Provider’s employer;
- (b) Ensure that all volunteers (working a total of 12 hours or more) are subject to the same hiring and screening requirements required by the Texas Department of Protective and Regulatory Services as outlined by “Minimum Standards for Day Care Services” including all requirements found at subsection (a). In addition, a documented orientation and training session that includes standard operating procedures for services to students must be in place;
- (c) Ensure that all staff members have a District provided or approved picture identification card that is worn at all times while on duty as Provider’s employee or volunteer;
- (d) Post a photo board daily at the entrance of the program that indicates the staff in attendance and their job positions for each given day;
- (e) Notify the principal immediately of any staff changes, including resignation, termination or suspension;
- (f) Notify the principal if the child-to-staff ratio varies more than 5% from the target ratio stated in the *Program and Space Use Plan*.
- (g) Provide visitors and volunteers with guest nametags and register them with the school office, if open, and/or the program director prior to such visitors’ and volunteers’ admittance into Provider’s workspace.

5. Program and Daily Operations

The Provider will:

Whether the program is licensed or exempt:

- (a) Provide a program that focuses on the developmental needs of the school-age child that includes, but is not limited to, a balance of unstructured and/or structured, well supervised indoor and outdoor play, choice oriented recreational activities, support in developing academic skills and completing homework;
- (b) Check in with the school office daily to obtain a copy of the absent student list and check for messages and mail;
- (c) Keep a daily record of all attending students;
- (d) Provide a safe and organized system for monitoring children, including movement during the program day, use of restrooms, and arrival/departure;
- (e) Provide a daily healthy snack and drink;
- (f) Provide a concrete method for involving and communicating with parents on a regular basis;
- (g) Provide a concrete method for involving children in other after school programs running simultaneously.

6. Use of Premises

The Provider will:

Whether program is licensed or exempt:

- (a) Have regular access to those areas specified in the Campus After School Care Program Plan approved by the school principal. This access may include custodial support. The school principal, as needed, with at least five days notice may modify access to space, facilities and custodial support specified in this plan.
- (b) Provide annual financial compensation for custodial supplies to AISD sites that currently use City of Austin Eastside Story-Austin Police Department as its after school program.
 - 1. 1-25 children, \$50
 - 2. 26-50 children, \$100
 - 3. 51-75 children, \$150
 - 4. 76+ children, \$200
- (c) In addition, the Provider will carry out these responsibilities:
 - 1) Maintain a clean, safe and open environment including, but not limited to, putting away all materials, removing debris from tables and floors, checking all utilized areas for cleanliness and security, returning materials and furniture to their original positions, organizing storage spaces, and notifying school personnel of any safety hazards;

- 2) Provide a debris-free and organized space, at the end of the program day, for school custodians to mop, sweep or clean.
- 3) Coordinate with other regular school day and after school programs on space use.
- 4) Provider may be assessed charges to cover the costs of extraordinary maintenance and damage to the premises or school equipment that result from Provider's failure to comply with this section.

7. Payment

The City will pay from revenues currently available. Payment for the performance of governmental functions or services under this Agreement will be made from current revenues available to the City.

Invoices are due and payable within thirty (30) days of date of invoice.

Invoices will be sent to:
Austin Police Department
Attn: Financial Management
P.O. Box 1629
Austin, Texas 78767-1629

Payments should be made payable to AISD and sent to:

Dr. Gloria Williams, Director
Department of School, Family and Community Education
3908 Avenue B
Austin, Texas 78751

8. Effective Date of Agreement

This agreement is effective when fully executed by the parties.

9. Term

The term of this Agreement shall be for a period of one year with four (4) one year renewal terms, subject to the agreement of the parties. The Provider shall give AISD written notice of its intent to renew the Agreement at least ninety (90) days prior to the expiration of the current term. AISD shall, in its sole discretion, approve or disapprove of renewal of the term by notifying the Provider of its approval or disapproval at least forty-five (45) days prior to the expiration of the current term. Individual campuses may elect to discontinue their participation in this agreement by giving the Provider ninety (90) days notice.

Either party may terminate this agreement in its entirety for convenience by giving the other notice of intent to terminate. Notice shall be written notice. After the notice is received, the parties shall negotiate in good faith the terms of effective date of the termination. In any event, however, this contract terminates ninety (90) days after a party receives notice of termination.

10. AISD Not Liable.

AISD shall not be liable to the Provider or its employees, agents, invitees, licensees or visitors, or to any other person for injury to person or damage to property on or about the Land or the Premises, except as provided by law, when such injury or damage is caused by any act or omission of the Provider, its agents, servants or employees, or of any other person entering upon the Land or Premises under express or implied invitation by the Provider.

11. Security

Pursuant to the attached Section GK-R of AISD's policy manual, keys to AISD buildings and other school facilities may be issued only to regular AISD personnel. In accordance with this policy, The Provider employees will not have access to any keys to the premises.

12. Indemnity

Provider shall not be liable for any claims, damages or attorney fees arising from the negligent or illegal acts of AISD employees in relation to the operation of the program or arising from any condition of the facility that results from AISD's facilities, policies, practices or operations.

AISD shall not be liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Provider's employees in relation to the operation of the program or arising from any condition of the operation or program that result from Provider's facilities, policies, practices or operations.

If both AISD and Provider are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of AISD's or Provider's employees under this Agreement, AISD and Provider shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party, as determined by a court adjudicating the matter, or as agreed in any settlement.

13. Waiver of Subrogation.

Notwithstanding anything in this Agreement to the contrary, each party hereto hereby waives any and all right of recovery, claim, action, or cause of action it might have against the other party, its agents, officers or employees, for any loss or damage that may occur to the Premises or the Center, or any personal property of such party therein, by reason of fire, or any other cause which are insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin including negligence of the other party to this Agreement, and covenants that no insurer shall hold any right of subrogation against the other party.

14. Miscellaneous

Assignment. Neither party shall assign its rights under this Agreement.

Each individual signing this agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party authorized to perform the obligations undertaken.

Notices. Any payment, notice or document required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, with postage prepaid, by certified or registered mail, return receipt requested, addressed to the parties at the respective addresses set out below, or to any other address within the United States as any party may hereafter specify by written notice delivered to the other parties hereto:

To AISD: Austin Independent School District
1111 West Sixth Street
Austin, Texas 78703-5399
Attn: Superintendent
FAX: 512-_____

To: Chief of Police,
Austin Police Department
P.O. Box 689001
Austin, Texas 78768-9001
FAX: 512-974-5611

A party may change its address by providing notice of the change in accordance with this section.

15. Invalid Provisions

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

15. Entire Agreement

This Agreement embodies the entire agreement and understanding between the parties relating to the transactions contemplated hereby and may not be amended, waived or discharged except by an instrument in writing executed by both AISD and the Provider.

16. Governing Law and Venue

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, and venue shall be in Travis County. This Agreement shall not be construed more or less favorably with respect to either party as a

consequence of the Agreement or various provisions hereof having been drafted by one of the parties hereto.

17. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

18. No Third Party Beneficiaries

AISD and the Provider shall have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

19. Waiver

The provisions of this Agreement may be waived only by means of a writing that is signed by the parties to this Agreement. No delay or omission by either party to exercise any remedy or right accruing on default impairs any remedy or right under this Agreement.

20. Relationship of Parties, and Liability

City and AISD are associated only for the purposes and to the extent set forth herein. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employer-employee or of principal-agent. No party to this Agreement will be responsible for the acts or omissions of an employee of another party except as may be decreed against that party by a judgment of a court of competent jurisdiction.

It is expressly understood and agreed that by executing this agreement that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law. This agreement is not intended, nor shall it be construed, to confer any benefits, rights or remedies upon any person or entity not a party hereto.

21. Dispute Resolution

If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of both parties within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, an impartial professional mediator to assist with resolution of the dispute. The Parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. The mediator may be a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the Travis County Dispute Resolution Center (DRC) shall select the mediator. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The parties will share equally the costs of the mediator.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

EXECUTED in duplicate originals and to be effective as of the date first written above.

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: _____
Pascal D. Forgione, Jr., Ph.D.
Superintendent

Date: _____

By: _____
Dr. Darlene Westbrook
Chief Academic Officer

Date: _____

By: _____
Mel Waxler
Chief Counsel

Date: _____

CITY OF AUSTIN

By: _____
Toby H. Futrell
City Manager

Date: _____

