

Presentation to the
Austin Regional Affordability Committee

By

Mel Waxler, General Counsel
Austin Independent School District

September 21, 2015

City Hall
Board and Commissions Room

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INTERLOCAL PURCHASE AGREEMENT
BETWEEN THE AUSTIN INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF AUSTIN

This Interlocal Purchase Agreement (the "Agreement") is entered into by the Austin Independent School District and the City of Austin acting by and through their respective signature authorities, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code, for the purpose of participating in cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies; and

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE

1. The purpose of this Agreement is to establish a cooperative purchasing program between the Parties which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend competitively procured contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. This Agreement does not create a partnership, association, joint venture, or trust.

ARTICLE II TERM

2. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and shall renew annually. This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III TERMINATION

3. A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor although the terms of the existing contract may not be revised once the withdrawal has occurred.

ARTICLE IV PURCHASING

4. Each Party will designate a person to act on their behalf in all matters relating to the cooperative purchasing program. All purchases will be effected by a purchase order from the purchasing party and directed to the vendor(s). The Parties will make payments directly to vendors under the contracts made under Chapter 271, Subchapter F, Texas Local Government Code. The purchasing Party shall be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery. The originating contracting Party is not responsible or liable for the performance of any vendor used by the purchasing Party as a result of this Agreement.

ARTICLE V CURRENT REVENUE

5. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or

liability for such debt shall be a liability or obligation of the other Party.

ARTICLE VI FISCAL FUNDING

6. The financial obligations of the Parties, if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VII MISCELLANEOUS

7A. **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

7B. **Amendment**: This Agreement may be amended by the mutual written agreement of the Parties.

7C. **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7D. **Governing Law**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Travis County, Texas.

7E. **Entire Agreement**: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

7F. **Recitals**: The recitals to this Agreement are incorporated herein.

7G. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

7H. **No Assignment**: The Parties may not assign or transfer their rights under this Agreement.

7I. **Compliance with Law**: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

7J. **No Waiver of Rights**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

This Interlocal Agreement is executed to be effective the date of the last party to sign.

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: Mark Williams
Name: Mark Williams
Title: President, Board of Trustees
Address: Austin Independent School District
1111 West Sixth Street
Austin, TX 78703

Date: 8/20/12

FOR AISD, APPROVED AS TO LEGAL FORM:

By: Melvin E. Waxler
Name: Melvin E. Waxler
Title: General Counsel
Address: Legal

Date: 8/17/2012

CITY OF AUSTIN, TEXAS

By: Byron E Johnson CPM
Name: Byron E Johnson, CPM
Title: Purchasing Officer
Address: City of Austin

Date: 09/24/2012

Byron E Johnson, CPM
Purchasing Officer
City of Austin Texas
PO Box 1088 Austin TX 78767

FOR CITY, APPROVED AS TO LEGAL FORM:

By: David V. Sorola
Name: David V. Sorola
Title: Assistant City Attorney
Address:

Date: 9-17-12

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
AUSTIN INDEPENDENT SCHOOL DISTRICT

FOR THE PROVISION OF PEG CAPITAL FUNDING

THIS AGREEMENT is made and entered into by and between the City of Austin, a Texas home-rule municipal corporation, acting through its Telecommunications and Regulatory Affairs Office ("Austin"), and Austin Independent School District, a school district, acting through its Public Relations and Multi-Cultural Outreach Department Cable TV/AMPS Division ("AISD"), pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, under federal and state law, Austin has the authority to manage the use of the public right-of-way by cable service providers and video service providers distributing their services by use of the public right-of-way; and

WHEREAS, each cable service provider and video service provider validly operating in Austin must operate by way of a State Issued Certificate of Franchise Authority (SICFA), issued by the Public Utility Commission of Texas under Chapter 66 of the Texas Public Utilities Code (Chapter 66); and

WHEREAS, by grandfathering an obligation of SICFA holders to continue to provide no fewer than the number of Public, Educational, and Governmental access channels ("PEG Channels") Austin had as of September 1, 2005, the enactment of Chapter 66 ensured continuation of the cable service providers and video service providers to provide capacity on their communications networks for AISD's access channel, among other PEG Channels; and

WHEREAS, under Chapter 66 the cable service providers and video service providers with a SICFA are required to pay a fee of one percent of gross revenue to Austin to fund capital costs for PEG channels; and

WHEREAS, pursuant to a previous agreement with Austin, Austin Independent School District ("AISD") operates an educational access channel and is eligible to use funds paid by cable service providers and video service providers for capital costs of the PEG Channel It operates; and

WHEREAS, Capital Support is vital to the continued operation of the PEG channel; and

WHEREAS, AISD has historically served as Austin's K-12 Educational PEG Channel

and has equipped video production facilities and equipment for the purposes of developing and cable-casting school board meetings, district events, staff development and educational programming; and has contributed to the education of all students by empowering them to expand their opportunities through educational programs offered by AISD; and

WHEREAS, AISD is a school district of the State of Texas; and

WHEREAS, it is self-evident that cooperation in this matter between the two entities will benefit the public and will enhance performance of each entity's governmental and educational functions;

NOW, THEREFORE for and in consideration of the premises, and the mutual covenants and agreements set forth below, and other good and valuable consideration, Austin and AISD agree as follows:

DEFINITIONS

- a) "Channel" means a portion of the electromagnetic spectrum, on a network providing cable or video service, capable of delivering both audio and video portions of a television signal.
- b) "PEG" means Public, Educational, and Government Access Channels.
- c) "PEG fees" means payment received by Austin from cable service providers and video service providers pursuant to Texas Utilities Code §66.006.
- d) "2014 Funding Request for Capital Expenditures" means the request AISD made to Austin in 2014 for \$312,000.00 of PEG fees to be used toward AISD's capital facilities and equipment expenditures identified by AISD as necessary for AISD's PEG Channel during AISD's 2014 fiscal year.

SCOPE OF SERVICES

- a) Austin agrees to pay AISD an amount of up to \$312,000.00 for expenditures identified in the 2014 Funding Request for Capital Expenditures approved by Austin. Austin's payment to AISD made under this Agreement is made from Austin's PEG fees and may only be used by AISD in accordance with the terms of this Agreement and applicable state and federal law. The funds paid to AISD by Austin must be used by AISD on or before September 30, 2015 to purchase facilities and equipment identified by AISD as necessary for AISD's PEG Channel during AISD's 2014 fiscal year.
- b) AISD will submit to Austin copies of receipts for all designated capital facilities and equipment for each capital item eligible for purchase with PEG fees from the

approved 2014 Funding Request for Capital Expenditures within 30-days of installation of said facilities or equipment, along with an inventory listing each item's description, vendor name, model, serial numbers, and the exact location of said facilities or equipment on AISD's property.

- c) AISD agrees to permit Austin or an authorized representative thereof, on five (5) business days' notice, access to any facilities or equipment purchased in accordance with this agreement for the purposes of inventory reconciliation.
- d) Each piece of equipment purchased using funds provided to AISD in accordance with this agreement shall have at minimum a five (5) year service warranty as a prerequisite to its purchase. Such a warranty may be procured through the vendor or a third party. Documentation regarding the warranty for specific equipment shall be made available to Austin upon five (5) business days' notice. Unless otherwise provided in this Agreement, AISD agrees to house, maintain and operate said equipment for the life expectancy of said equipment and to insure such equipment for full replacement value for the life of the equipment.
- e) To the limit of the approved 2014 Funding Request for Capital Expenditures, Austin agrees to pay AISD the funds in accordance with this Agreement by the standard invoice and billing process between the parties.

TERM

- a) This agreement shall be effective on the first day of the first month following approval hereof by both the Austin's City Council and the AISD Board of Trustees and shall be for a term ending on September 30, 2015.
- b) The parties may terminate this Agreement early for convenience by mutual written agreement.

MISCELLANEOUS

- a) This Agreement constitutes the entire understanding of the parties relating to the subject matter hereof; and there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound hereby.
- b) If AISD ceases operation of its PEG Channel, all control and management of the Channel shall remain solely vested with Austin.
- c) All facilities and equipment purchased with PEG fees is solely owned by AISD for so long as AISD remains an operator of a PEG Channel required by the PEG Channel Operations Agreement between Austin and AISD dated August 4, 2011. In the event this Agreement is terminated due to (i) a change in the Cable

Television Franchise laws of the State of Texas or (ii) AISD's inability to comply with the PEG Channel Operations Agreement between Austin and AISD dated August 4, 2011, AISD hereby grants Austin a 90-day option to claim any facilities or equipment purchased using PEG funds in accordance with this agreement. In the event Austin exercises such option timely, AISD will convey the facilities and equipment and any and all associated warranties without charge to Austin and execute any documents necessary for such transfer.

NOTICES

Correspondence and notices shall be in writing and mailed, telefaxed, emailed, or delivered to the other party as follows, or at such other address as a party may from time to time designate in writing. All notices or correspondence shall be effective upon receipt.

To: City of Austin
Financial Services Department
P.O. Box 1088
Austin, Texas 78767
ATTN: Regulatory Affairs Officer

To: Austin Independent School District
1111 West Sixth Street
Austin, Texas 78703

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement in multiple counterparts at Austin, Travis County, Texas.

THE CITY OF AUSTIN

By:



Date:

12/05/2014

AUSTIN INDEPENDENT SCHOOL DISTRICT

By:



Date:

December 2, 2014

APPROVED AS TO LEGAL FORM

 12/11/14

List of AISD Organizations with Cooperative Agreements

4H Capital / Texas Agrilife Extension
A Legacy of Giving
Andy Roddick Foundation
Any Baby Can
Arc of the Capital Area
Austin Child Guidance Center
Austin Community College (interlocal)
Austin Community Steelband
Austin Free-Net
Austin Public Library Friends Foundation
Austin Spark League
Austin Travis County Integral Care
Austin Voices for Education and Youth
Austin YMBL Sunshine Camps
Ballet Austin
Big Brothers Big Sisters
Blackshear Bridge
Boneshaker
BookSpring
Boy Scouts, Capital Area Council
Boys and Girls Club of the Austin Area
Breakthrough Austin
Caritas of Austin
Changing Expectations
Chi Kappa Phi
Christian Outreach Foundation
Con Mi Madre
Council on At-Risk Youth
Cyberways and Waterways
Delta Sigma Theta Sorority
Extend-A-Care
Foundation Communities
GENaustin
Girl Scouts of Central Texas
Girlstart
Goodwill Central Texas
Greater Austin Chamber of Commerce
Institucion Educativa Nets
It's Time Texas (formerly ActiveLife)
Keep Austin Beautiful
KidsActing Foundation
Leap of Joy
LifeWorks
Lone Star Circle of Care
MindPop
Odisea
Overton Group

List of AISD Organizations with Cooperative Agreements

Paramount and State Theatres
paxUnited
RBI Austin
Seton Family of Hospitals (Dell Children's Health Express)
Shepherd of the Hills Presbyterian Church
Skillpoint Alliance
SWAN: Scaling Walls A Note at a Time
Texas Authors, Inc.
The Thinkery (formerly Austin Children's Museum)
U.S. Green Building Council Central Texas - Balcones Chapter
United Way for Greater Austin
UT Advise Texas (interlocal)
UT Outreach (interlocal)
Welcome Table Inc - CDF Freedom Schools
Wonder and Worries
Worker's Assistance Program
Young Life - Hills
Young Life - South Austin
Youth Launch
YWCA of Greater Austin

COOPERATIVE AGREEMENT
Between
Austin Independent School District
And

This Cooperative Agreement is agreed and entered into by and between the Austin Independent School District ("District") and ("Company") and is effective upon full execution.

WHEREAS, Company wishes to provide programs focused on:

At the campuses indicated under the Company's organizational profile in the Youth Services Mapping system at <http://www.ysm-austin.org/>.

WHEREAS, Company is supported by contributors and sponsors;

WHEREAS, District recognizes and appreciates the benefits to be derived from providing such instruction;

NOW THEREFORE, Company and District agree as follows:

1. Term of Agreement: This agreement shall commence on _____ and end on _____. This Agreement may be extended by both Company and District if in writing and executed by both parties prior to expiration.
2. Funding: Funding for services shall be provided by Company. Under this Agreement, no fees will be charged to District. Services will be provided at no or nominal cost to students. If nominal enter justification:
3. Services: The Company will conduct the following programs, lessons, activities, etc.:

The Company will fully disclose the scope of its services. Company will maintain accurate and timely information in Youth Services Mapping as changes occur, including capacity, services available (with locations), and numbers served <http://www.ysm-austin.org/>.

Provisions of this agreement apply to services provided by the Company on all District campuses and facilities.

4. Space and Equipment: District will provide space and access to students in accordance with District policies and practices and as reasonable and appropriate in the opinion of District and campus administrators. Company may be required to complete the District's Facility Use Agreement. Special needs required by Company:

5. Supervision: The program instruction and oversight shall be under the direction and responsibility of Company including:

- Company agrees to secure signed parent/guardian permission from students who participate;
- Company also agrees to fully disclose and to obtain a statement signed by parent/guardian acknowledging the disclosure and releasing the District from any and all responsibility for Company activity;

6. Criminal History Record Information: Company, whether a person or business entity, must submit to a criminal history record information review if as an independent service provider, Company will engage in continuing activities related to the agreed upon services and have direct student contact as defined in District policy CJA (LEGAL). Company must certify to District in Exhibit A to this agreement that Company has complied. Statutory citation found in Texas Education Code § 22.0834.

Company shall also ensure that a criminal history record information review, per guidance in Exhibit A to this agreement, has been conducted on all of its employees, interns, volunteers or sub-contractors providing services for the District under this agreement and there is no criminal history record that would prevent employees, interns, volunteers or sub-contractors from working in District facilities or events sponsored by the District. If it is determined that Company or any of Company's employees, interns, volunteers, or sub-contractors is in violation of this provision, Company shall immediately remove such person from the property of the District with no requirement of written notice from the District and shall prohibit such person from future entry on the property of the District. Statutory citation found in Texas Education Code § 22.0834.

7. Termination of Contract: This contract may be terminated by either Party by giving ten (10) days written notice of such termination and the effective date of the termination as follows:

If to District:

Attention to: Paul Cruz, Ph. D., AISD Superintendent
AND Mel Waxler, Legal Counsel
Email: mwaxler@Austinisd.org
Phone: Office 512.414.2412 or 512.414.6425
Address: 1111 West 6th Street
City, State ZIP Austin, Texas 78703

If to Company:

Attention to: _____
Email: _____
Phone: _____
Address: _____
City, State ZIP _____

9. Compliance with Laws: This agreement shall be governed by the laws of the State of Texas. Company agrees to abide by all district policies, directives, and guidelines, local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, *et seq.*, 29 CFR §130.1, *et seq.*; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.*

10. Hold Harmless Agreement: It is agreed that Company is an independent company and shall be solely responsible for payment of its workers and shall provide, if required, workers' compensation and public liability insurance to protect himself from liability for injuries or damages to his workers and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. The Company agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses, incurred by reason of the Company's negligence or breach of this Agreement.

11. Indemnification: Company shall indemnify and hold District harmless from and against all claims asserted by third parties or Company Persons against the District arising from or involving performance under this agreement. For purposes of this provision: (i) "Claims" shall include any and all claims, suits, complaints and proceedings of any kind or character, including but not limited to claims concerning property, personal injury or death, infringement of intellectual property, unlawful disclosure or confidential or protected information, or violation of statutes or regulations, arising in whole or part from or related in any way to the services being provided or to be provided by Company under this Agreement; (ii) "Company Persons" shall include any and all Company employees, volunteers, officers, and directors; and (iii) "District" shall include District and its workers, officers, and other Board members, representatives, and agents.

12. Confidentiality: The Company shall maintain strict confidentiality of all information, data or records relating to students of the District and shall not disclose information except as required to the implementation of services in accordance with the terms of this agreement, or as may be required by law. Company recognizes that the completion of District's Data Sharing Agreement may be required.

SIGNED this _____ day of _____, 20_____

SIGNED this _____ day of _____, 20_____

AUSTIN INDEPENDENT SCHOOL DISTRICT:

COMPANY:

Printed Name of Superintendent or Authorized Designee

Printed Name of Authorized Agent

Signature of Superintendent or Authorized Designee

Signature of Authorized Agent

Title

EXHIBIT A

Criminal History Record Information Review Contractor Certification

As agreed to in Section 6 of this agreement, Company ("Contractor") is directly responsible to ensure that a criminal history record information review has been conducted and that there is no criminal history record that would prevent the Contractor or its employees, interns, volunteers, or sub-contractors from working in the District's facilities or in events sponsored by the District. Statutory citation found in Texas Education Code §22.0834. Relevant District policy includes:

- CJA (LEGAL): Provides definitions of relevant terms such as 'covered contract employee,' direct contact with students,' etc., and Contractor responsibilities regarding criminal history record certification.
- GKG (REGULATION): Describes procedures and considerations for approval of volunteers and interns to work with students, including the appropriate background checks (fingerprint-based vs. name-based) to be conducted.
- DC (EXHIBIT): Includes District guidelines on responding to criminal history records.

To review full District policy related to criminal history record review, go to <http://pol.tasb.org/Home/Index/1146> and type policy reference (e.g., CJA, GKG, DC) into 'Search' field or request the most recent policy updates from District Employee Relations Coordinator, Naomi Tafoya, by emailing naomi.tafoya@austinisd.org.

CAMPUS SECURITY REQUIREMENTS FOR CONTRACTORS: At all times when the Contractor, sub-contractor, staff, and volunteers enter a District facility, each individual must go to the front office of the campus and provide valid identification and justification of their presence on the campus.

On behalf of _____
("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Austin Independent School District ("District") that:

If I, personally, will have continuing duties related to the contracted services and direct student contact, I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas ("FACT"). I further certify to the District that I do not have a disqualifying criminal history. I agree to notify District in writing within three (3) business days if I am arrested or Adjudicated for a disqualifying reason during the term of this Agreement. I agree to provide to District, upon request, my full name and any other requested information so that District may obtain my criminal history record information. I understand that District may terminate my services at any time if District determines, at its sole discretion, that my criminal history is not acceptable.

[And check one ☒]

☐ None of Contractor's employees, interns, volunteers, or sub-contractors are **covered employees**, as defined in Texas statute or District policy CJA (LEGAL). In the event that any of the Contractor's employees, interns, volunteers, and sub-contractors become **covered employees** during the term of this Agreement, Contractor will notify the District and submit Exhibit A.1 (Covered Employees List) to the District with updated information prior to **covered employees** coming in direct contact with students.

OR

☐ Some or all of Contractor's employees, interns, volunteers, or sub-contractors are **covered employees**.
If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify District in writing within three (3) business days.
- (3) Exhibit A.1 (Covered Employees List) has been fully and accurately completed with information for all of Contractor's *covered employees*. If District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at District.

I also certify to District on behalf of Contractor that Contractor has obtained certifications from its sub-contractors of compliance.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Date

Title

EXHIBIT A.1

Covered Employees List

- Complete all requested information.
- Use of a current driver's license or state-issued ID is required.
- You may download and submit this form electronically. Attach additional page, if needed.
- Please submit updates to this list to District Employee Relations Coordinator, Naomi Tafoya, at naomi.tafoya@austinisd.org

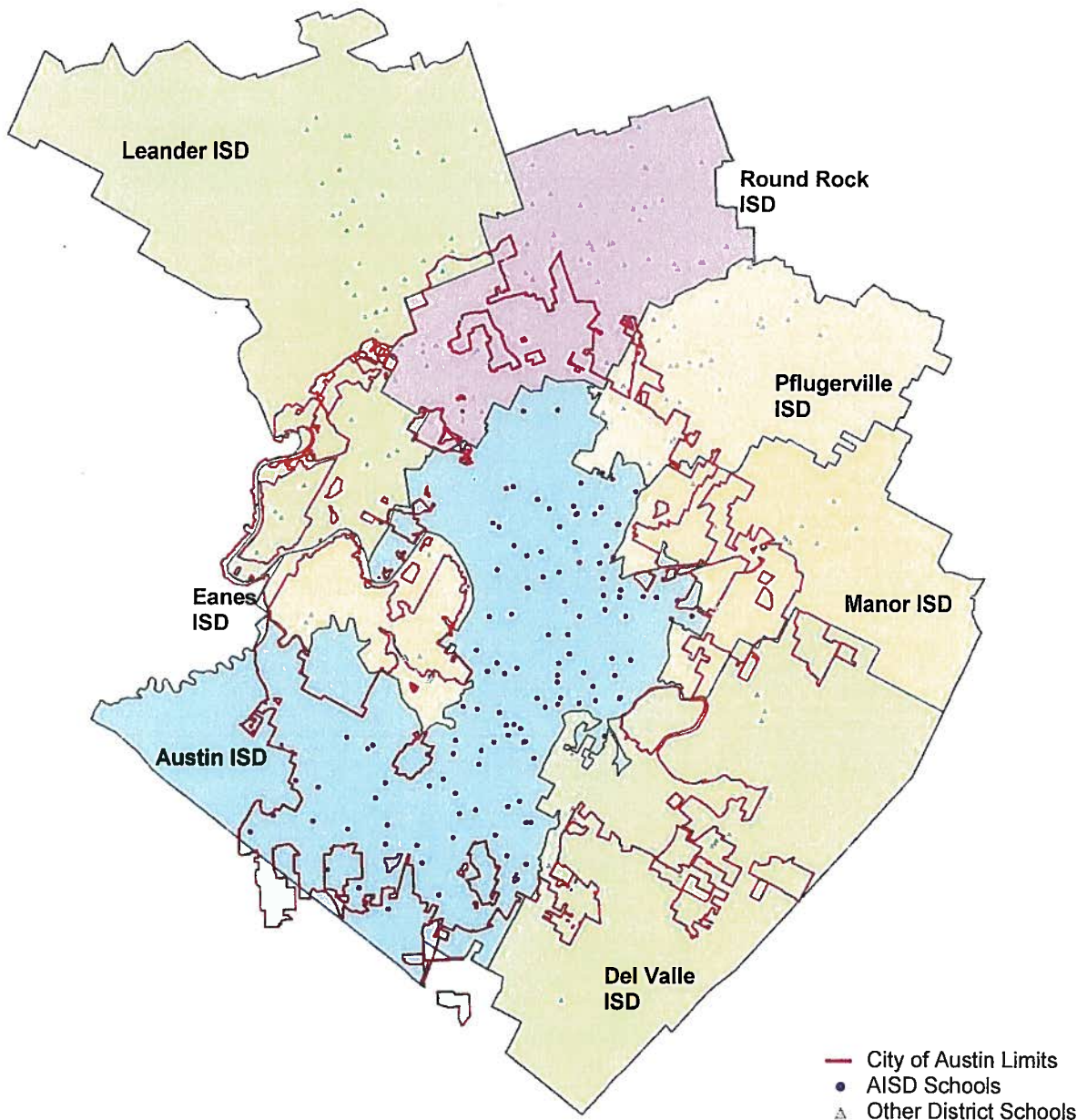
Last Name, First Name <i>as it appears on driver's license or state-issued ID</i>	Date of Birth	Driver's License or ID #	State of Issue	Name of Fingerprinting Agency

Public School Districts* with Schools in the City of Austin Limits

District	Schools				Students			
	Schools in COA	% of Total Schools in COA	Schools in District	% of Schools in District in COA	Students in COA	% of Total Students in COA	Students in District	% of Students in District in COA
AUSTIN	126	75.9%	129	97.7%	82,826	73.1%	85,014	97.4%
DEL VALLE	7	4.2%	13	53.8%	4,878	4.3%	11,611	42.0%
EANES	2	1.2%	10	20%	1,246	1.1%	7,983	15.6%
LEANDER	5	3.0%	39	12.8%	4,566	4.0%	35,355	12.9%
MANOR	3	1.8%	13	23.1%	1,712	1.5%	8,619	19.9%
PFLUGERVILLE	8	4.8%	29	27.6%	6,036	5.3%	23,497	25.9%
ROUND ROCK	15	9.0%	53	28.3%	12,053	10.6%	46,535	25.9%
TOTAL	166				113,317			

Source: Texas Education Agency, 2013-2014 School Year

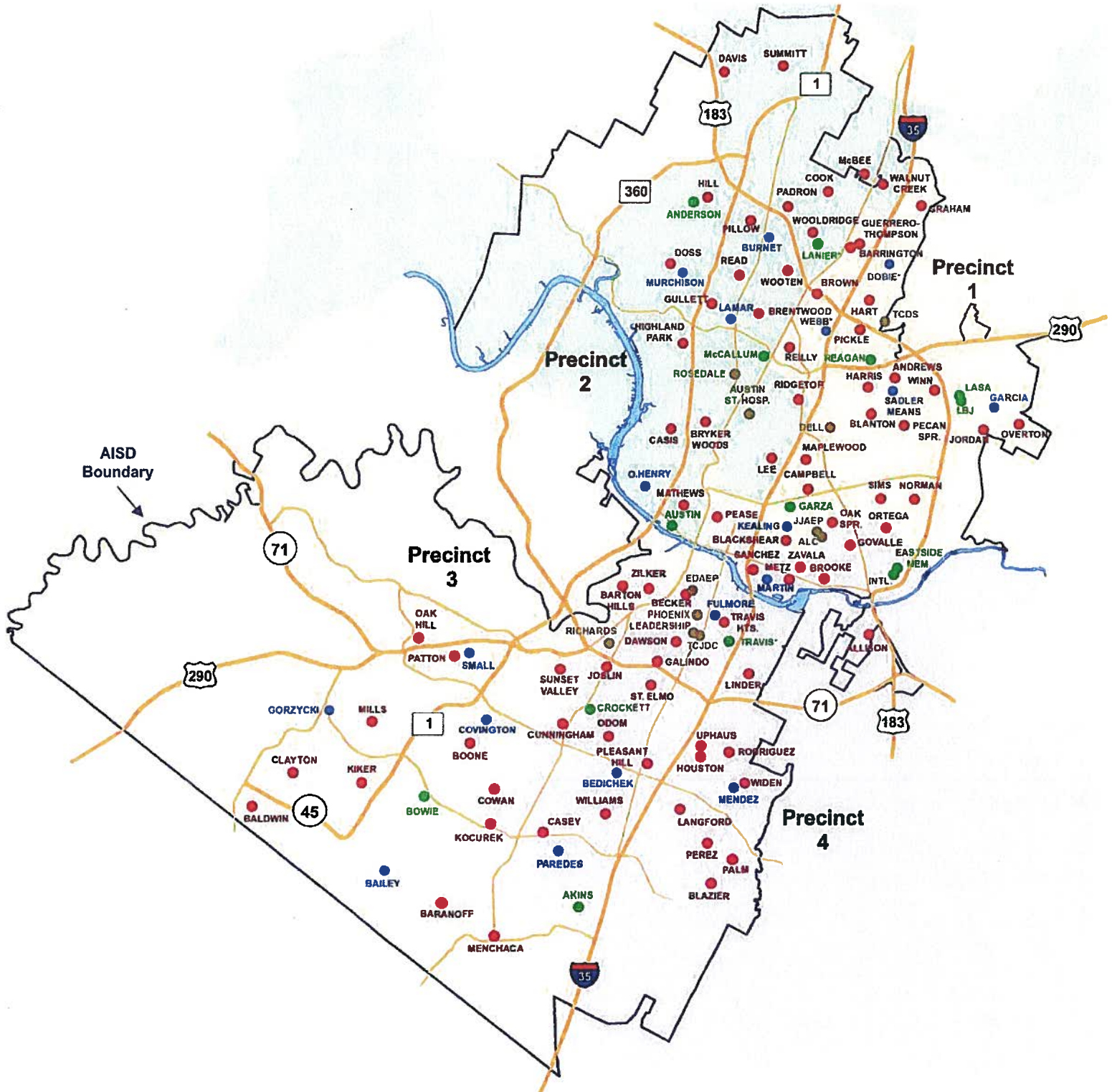
*Does not include public charter schools



Austin Independent School District
Department of Campus and District Accountability, 07/4/2015

Schools by Travis County Precinct

- **ELEMENTARY SCHOOLS (84)**
- **MIDDLE SCHOOLS (18)**
- **HIGH SCHOOLS (16)**
- **OTHER CAMPUSES (11)**



* Dobie and Webb Include PK-Primary Centers

* Lanier and Travis Include Premier In-District Charters



*Note that small-scale maps using geocoded addresses, overlays, and symbology may have some inaccuracies.
Department of Campus and District Accountability
09/08/2014*