

**Interlocal Agreement
Between the
Del Valle Independent School District
and the
City of Austin**

This Interlocal Agreement (Agreement), authorized and governed by Chapter 791 of the Texas Government Code, is entered into by and between the Del Valle Independent School District (District), a political subdivision of the State of Texas, and the City of Austin (City), a Texas home-rule municipal corporation and political subdivision of the State of Texas. Each entity to this Agreement is a “Party” and jointly referred to as the “Parties”.

RECITALS

Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services.

On June 10, 2021, Austin City Council approved Resolution No. 20210610-077 (Resolution), which adopted the American Rescue Plan Act (ARPA) Spending Framework and authorized the Austin City Manager to make the necessary allocations. Council’s action included allocating up to \$1.5 million for expanding access to dual-language full-day Pre-K for four-year-olds.

The purpose of this Agreement is to establish the terms and conditions under which the City and District will collaborate for the provision of a dual-language full-day Pre-K 4 program for Austin/Travis County families residing within the District’s boundaries, and who do not meet state eligibility requirements for state publicly funded Pre-K. This Agreement enables the District to supplement and expand access to full-day Pre-K for four-year-olds at the District’s elementary school campuses with a minimum of 80% of families who qualify in the free and reduced lunch program.

Investing in Pre-K aligns with the community’s Success By 6 Coalition Strategic Plan for 2019-2023, which includes increasing the number of eligible three- and four-year-old children enrolled in Public Pre-K in Travis County school districts and other high-quality early education settings.

TERM

The period for performance of this Agreement shall commence on August 1, 2021, and will end on September 30, 2024, unless renewed or terminated before that time period, in accordance with this Agreement.

The District or the City may terminate this agreement at any time, with or without cause, by giving the other Party a minimum of 30 days written notice.

RESPONSIBILITIES OF THE PARTIES

In consideration of their mutual aims and interests, each Party agrees that its responsibilities under this Agreement shall be as follows:

The City

The City assumes the following responsibilities:

- Providing funding not to exceed the amount of \$750,000.00 as reimbursement for personnel costs (i.e. salary and fringe) for Certified Teachers and Assistant Teachers for each PreK 4 classroom; the purchase of furniture, curriculum, equipment and supplies to establish between five and nine new Pre-K 4 classrooms, upon approval by the City of an invoice submitted by the District; and
- Making payments within 30 days of receipt of approved invoices;
- Referring eligible families to the District for Pre-K; and
- Providing the District with outreach materials for other City resources and programs for which families may be eligible.

The District

The District assumes the following responsibilities:

- Hiring certified teachers and assistant teachers (as needed to adhere to the staff-to-child ratios, below) for between five and nine dual language full day PreK 4 classrooms;
- Adhering to high-quality staff-to-child ratios (1:10) and maximum class sizes for 4-year-olds (20 children, each);
- Purchasing furniture, curriculum, equipment and supplies, including but not limited to shelving, easels, blocks, manipulatives, puzzles, rugs, and play kitchen furniture, for 7 classrooms by September 30, 2021;
- Screening families for eligibility to ensure they do not qualify for state publicly-funded Pre-K;
- Ensuring there is no tuition cost to for 4-year-olds who do not qualify for state publicly-funded Pre-K;
- Ensuring equitable access to this program with targeted outreach, especially where disparities rooted in systemic inequities continue to persist for communities of color; and
- Coordinating with the City and other relevant partners on outreach to eligible families about Pre-K and other birth to age 5 resources and programs.

The District shall also collect and share with the City the following, on a quarterly or bi-annual basis:

- Number of students enrolled in dual language full-day Pre-K 4 classrooms
- Number of classes serving dual language full-day Pre-K 4 students
- Demographic information, including:
 - Student Home Language
 - Student Race/Ethnicity
 - Student household zip code

- Description of targeted outreach efforts during the period, including media and how the intended audience was targeted.
- Description of coordination with partner entities on outreach to eligible families about Pre-K and other birth to age 5 resources and programs.”
 - These metrics are associated with the sixth and seventh bullets under “The District” (page 2), and they will allow us to fulfill reporting requirements to the U.S. Treasury regarding use of the federal funds.

The District shall also comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

GENERAL TERMS AND CONDITIONS

A. Confidentiality. The Parties recognize and acknowledge that in the course of performing services required by this Agreement, they will obtain information and knowledge relating to each other’s business, some of which information and knowledge is confidential, and that either Party could substantially detract from the value and business prospects of the other Party in the event either Party were to disclose to any person not related to the other Party or use such information and knowledge for their own or the advantage of another person or entity. Accordingly, the Parties hereby agree that they will only disclose such information on a “need to know” basis in the course of carrying out their duties hereunder, or unless otherwise required by the Texas Public Information Act or other applicable law.

B. Modification. This Agreement may not be altered, amended or modified except in writing, executed by duly authorized representatives of each Party.

C. Law and Venue. This Agreement will be governed by the laws of the State of Texas. The obligations under this Agreement are performed in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this Agreement will take place in a court of appropriate jurisdiction in Travis County, Texas.

D. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by either Party or to any employee, officer or agent of either Party, which is not contained in this Agreement shall be binding or valid.

E. Notices. Notices under this Agreement shall be in writing, and may be given by hand delivery, U.S. mail, or telecopy (facsimile). If sent to the parties at the contact information addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery or telecopy and three days after deposit in the U.S. mail in case of mailing. The address of the parties for all purposes shall be:

City of Austin:

Spencer Cronk, City Manager (or successor) City of Austin
P.O. Box 1088
Austin, Texas 78767 And

Sylvia Holt-Rabb, Deputy Director of Economic Development (or successor) City of Austin
P.O. Box 1088
Austin, Texas 78767

With copy to:
Anne Morgan, City Attorney (or successor)
P.O. Box 1088
Austin, Texas 78767

Del Valle Independent School District:

Suzi Wallace
Director of Staffing, Enrollment, and Teacher Mentorship
Del Valle ISD
5301 Ross Road
Del Valle, Texas 78617

F Incorporation of Recitals. The recitals that appear at the beginning of the Agreement are incorporated into this Agreement by reference.

G Assignment. Any assignment of this Agreement by a Party requires the prior written consent of the other Party.

H Severability. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

I Limitation of Liability. Neither Party shall have liability whatsoever for or with respect to the other Party's use of any property or facility, or the actions of, or failure to act by, any employees, subcontractors, agents, or assigns of the other Party.

J Non-Appropriation. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. The City shall provide the District with written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under this Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under this Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty charged to the City.

K Authorization. By signing below, each Party's representative warrants that he/she is duly authorized to enter into this Agreement on behalf of the Party, and that each Party to this Agreement is authorized by Texas law to accept the terms, conditions, and obligations set forth herein.

L. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

The City of Austin, Texas

Rodney Gonzales,
Assistant City Manager
City of Austin
301 W. 2ND ST.
Austin, Texas 78701

Date

Approved as to form:

Assistant City Attorney

Del Valle Independent School District

Dr. Annette Tielle
Superintendent of Del Valle ISD
5301 Ross Road Suite 103
Del Valle, Texas 78617

Date