

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORPUS CHRISTI AND
THE CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT
REGARDING SHARING OF JUVENILE RECORDS**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as “the Agreement”, is made by and between the City of Corpus Christi (hereinafter referred to by name or as “the City”), a home rule city, and the Corpus Christi Independent School District (hereinafter referred to by name or as “CCISD”), pursuant to Chapter 791 of the Texas Government Code.

ARTICLE 1. - CONTRACT TERM.

This Agreement is for a term of three years. The effective date of this Agreement is defined as the latest date of signature on this Agreement by the City and CCISD. At least sixty (60) days prior to the end of each term, the parties agree to meet to review the services provided and received under this Agreement, and request as necessary any amendments to accomplish each party’s respective goals.

ARTICLE 2. – PURPOSE.

The purpose of this Agreement is to allow Authorized Representatives of the City and CCISD to share and have secure internet based access to certain juvenile records, subject to the terms and conditions stated herein, for the purpose of providing services to the student or minor and parents whose records and information are being disclosed, in order to better serve juveniles in the community, and to comply with state law reporting requirements.

ARTICLE 3. AUTHORIZED REPRESENTATIVES.

Each party to this Agreement shall designate one or more employees (“Authorized Representatives”) who shall have full authority to access and properly disseminate certain records and information described herein, all for official purposes only. Each party may monitor the access of the other party’s Authorized Representatives to the computer system records.

Each Authorized Representative shall acknowledge in writing that he or she has read this Agreement, and will fully comply with all of the terms and conditions hereof. Each party shall provide the other party with a current list of all Authorized Representatives, and shall notify the other party, as soon as practicable, when an Authorized Representative terminates employment. The Acknowledgement form to be executed by CCISD Authorized Representatives is attached as Exhibit A. The Acknowledgment form to be executed by City Authorized Representatives is attached as Exhibit B.

ARTICLE 4. ACCESS TO CITY RECORDS.

The Corpus Christi Independent School District is granted read-only access to the data elements of the City Municipal Court’s management systems related to case filing and case disposition for the sole purpose of determining the status of the following cases filed in Municipal Court: (1) CCISD students charged with Failure to Attend School violations; (2) CCISD students charged with Daytime Curfew violations; (3) Adults charged with Parent Contributing to Non-Attendance of a

student enrolled in CCISD; and (4) assault and possession of drug paraphernalia cases filed and their dispositions pursuant to Art. 15.27 Code of Criminal Procedure. Information provided shall cover at least previous two years of data.

Data elements to be provided are listed on the attached Exhibit C.

The Corpus Christi Independent School District is granted read-only access to the portions of the City of Corpus Christi Parks and Recreation Departments Community Services Division computer application concerning student identification, school, and offense and case information.

This access will be limited to the following CCISD personnel (“CCISD Authorized Representatives”):

1. Director of Student Support Services
2. Secretaries in the Office of Student Support Services
3. Attendance Officer(s)
4. CCISD Chief of Police
5. CCISD Police Lieutenant(s)
6. CCISD Police Sergeant(s)

The parties may agree, by written and properly executed addendum to this Agreement authorized by the City Manager and CCISD Superintendent to expand or modify the records to which CCISD shall have access.

ARTICLE 5. ACCESS TO CCISD RECORDS.

CCISD shall allow Authorized Representatives of the City to have internet based computer access to most recent two years of CCISD records pertaining to attendance, emergency release information, and grades, for those CCISD students who are being processed through the City of Corpus Christi Parks and Recreation Departments Community Services Division or the Corpus Christi Municipal Court.

This access will be limited to the following City personnel (“City Authorized Representatives”):

1. City of Corpus Christi Parks and Recreation Department’s Community Services Division Superintendent
2. City of Corpus Christi Parks and Recreation Department’s Community Services Division Administrative Assistant
3. City of Corpus Christi Parks and Recreation Department’s Community Services Division Intake Specialists
4. City of Corpus Christi Parks and Recreation Department’s Community Services Division Case Managers
5. City of Corpus Christi Parks and Recreation Department’s Community Services Division Program Managers
6. City of Corpus Christi Municipal Court’s Presiding Judge
7. City of Corpus Christi Municipal Court’s Juvenile Court Judge
8. City of Corpus Christi Municipal Court’s Prosecutors and Municipal Court Chief Prosecutor
9. City of Corpus Christi Municipal Court’s Clerks
10. City of Corpus Christi Municipal Court’s Juvenile Case Managers

The parties may agree, by written and properly executed addendum to this Agreement authorized by the City Manager and CCISD Superintendent to expand or modify the records to which Authorized Representatives of the City shall have access.

In the carrying out of the terms of this Agreement, the City, including the City Authorized Representatives under this Agreement, agrees that any and all personally identifiable information pertaining to CCISD students provided under this Agreement is confidential information under federal law and CCISD policy. The City shall not, without written consent of the parents of the student, release or disclose to the public or any third party information or records regarding any District student. As said information is confidential, it shall not be used by the City, or any of its employees, agents, or representatives, for private purposes. The City acknowledges that the unauthorized release of confidential student information or records may subject the individual or entity to criminal and civil penalties. Accordingly, the City will comply with the requirements of District policy pertaining to the confidentiality of student education records, and will comply with the requirements of the Family Education Rights and Privacy Act (F.E.R.P.A. - see 20 U.S.C. § 1232g and 34 C.F.R. § 90, et seq.) and, as applicable the Individuals with Disabilities Education Act, specifically 20 U.S.C. §§ 1412(a)(8), 1417(c), and see 34 C.F.R. §300.623. The City further agrees that any confidential student information or records it obtains pursuant to the performance of this Agreement will be destroyed after the need for such information or records ceases to exist. However, any information required to be filed with the Municipal Court pursuant to court order shall be maintained and released pursuant to applicable juvenile law under the Texas Code of Criminal Procedure and the Texas Family Code.

With the exception of information required to be filed with the Municipal Court pursuant to court order, the City further agrees that its City Authorized Representatives and/or the CCISD Authorized Representatives will seek and obtain written authorization from the appropriate parent, guardian or majority student for the release of personally identifiable education record information to the City Authorized Representatives in relation to this Agreement in advance of the release.

ARTICLE 6. – ACCESS.

The parties agree to work together to allow Authorized Representatives of each party to have secure internet based computer access to juvenile and criminal records described herein via web based applications. Each party shall be responsible for its costs to develop its respective web based application. Each party shall take actions it deems necessary to protect its data, including data encryption. CCISD records are available upon completion of CCISD training. City will allow secure internet based computer access of juvenile records.

ARTICLE 7 – TRAINING.

Prior to access being granted, the owner of the web based application shall provide training to the Authorized Representatives of the other party. Thereafter, the owner of the web based application shall provide annual training to the Authorized Representatives of the other party.

ARTICLE 8. - PERMISSIBLE USES OF CCISD RECORDS.

Authorized Representatives of the City may only use the information obtained from C.C.I.S.D. juvenile records for the following permitted purposes:

- A. To obtain parent/guardian, address, telephone and e-mail information of juvenile cases filed at Municipal Court for prosecution; for juvenile cases referred to the Municipal Court by a school administrator or designee, prior to a case for misconduct that would otherwise be within the court's statutory powers being filed, for prevention and/or intervention services by juvenile case managers , as required by the Code of Criminal Procedure, Chapter 45.056; cases processed at the City of Corpus Christi Parks and Recreation Departments Community Services Division; and cases that are classified as Class C misdemeanors and are referred to the City of Corpus Christi Parks and Recreation Departments Community Services Division for case management services prior to being filed with the Municipal Court.
- B. To obtain the following information for cases filed at Municipal Court, for prosecution; for juvenile cases referred to the Municipal Court by a school administrator or designee, prior to a case for misconduct that would otherwise be within the court's statutory powers being filed, for prevention and/or intervention services by juvenile case managers , as required by the Code of Criminal Procedure, Chapter 45.056; cases processed at, City of Corpus Christi Parks and Recreation Departments Community Services Division and cases that are classified as Class C misdemeanors and are referred to the City of Corpus Christi Parks and Recreation Departments Community Services Division for case management services prior to being filed with the Municipal Court:
- Home school
 - Home school counselor
 - District Alternative Education Program counselor
 - Grades
 - Attendance records
 - Discipline history
 - Offense history
 - Eligibility for special education services and if services are received
- C. To report Municipal Court dispositions, and, Municipal Court prevention and/or intervention service findings and/or conclusions, or City of Corpus Christi Parks and Recreation Departments Community Services Division outcomes in aggregate form.

ARTICLE 9. PERMISSIBLE USES OF CITY RECORDS.

Authorized Representatives of CCISD may only obtain and use records from the City to determine the status of the following:

- A. (1) CCISD students charged with Failure to Attend School violations;
(2) CCISD students charged with Daytime Curfew violations;
(3) Adults charged with Parent Contributing to Non-Attendance of a student enrolled in CCISD;
and
(4) Assault and possession of drug paraphernalia cases filed and their dispositions pursuant to Art. 15.27 Code of Criminal Procedure.

- B. Parent/guardian and student address, telephone and e-mail information of juvenile cases filed at Municipal Court, for prosecution; for juvenile cases referred to the Municipal Court by a school administrator or designee, prior to a case for misconduct that would otherwise be within the court's statutory powers being filed, for prevention and/or intervention services by juvenile case managers , as required by Article 45.056, Code of Criminal Procedure; cases processed at the City of Corpus Christi Parks and Recreation Departments Community Services Division, and cases that are classified as Class C misdemeanors and are referred to the City of Corpus Christi Parks and Recreation Departments Community Services Division for case management services prior to being filed with the Municipal Court.

ARTICLE 10. - ADDITIONAL RESTRICTIONS.

Neither party nor its Authorized Representatives shall release or disclose to the public, or any third party, any records or information of the other Party, except as required by State or Federal law. Each party shall take all steps necessary to ensure that the records are only viewed by Authorized Representatives for the permissible uses stated herein. Each party understands that the unauthorized release of juvenile and criminal records may subject one to criminal and civil penalties. Accordingly, each party will educate and inform its staff regarding permissible uses of the juvenile and criminal records obtained from the other party. The parties further agree that the information or records disclosed or obtained pursuant to this Agreement will be retained by the receiving party in a manner and for such times in accordance with the applicable record retention laws identified by each Party after the need for such information ceases to exist. Pursuant to applicable laws and regulations, the City anticipates that it will retain the CCISD records provided under this Agreement until the latter of the following dates:

Sixty days after end of City fiscal year in which Defendant turns 17; or
Sixty days after end of City fiscal year in which Defendant's case is closed.

Documents filed with the Municipal Court will be maintained and purged in accordance with State records retention schedules.

ARTICLE 11. – 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 12. – AMENDMENTS.

Any and all changes to this Agreement may be enacted by written amendment or addendum properly executed by the appropriate representative of each party.

ARTICLE 13. –ASSIGNMENT.

Neither party shall assign, sublet or transfer its interests in this Agreement without the prior written consent of the other party.

ARTICLE 14. – 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 the City: City of Corpus Christi
 Attn: Director of Municipal Courts
 120 N. Chaparral Street
 Corpus Christi, Texas 78401

 With copy to: City of Corpus Christi
 Attn: Director of Parks and Recreation
 P. O. Box 9677
 Corpus Christi, Texas 78401

For CCISD: Corpus Christi Independent School District
 Attn: Superintendent
 801 Leopard Street
 Corpus Christi, Texas 78401

ARTICLE 15. - DUPLICATE ORIGINALS.

The parties to this Agreement have signed duplicate original counterparts.

ARTICLE 16. - APPROPRIATION OF FUNDS.

The City and CCISD 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. The City and CCISD acknowledge that this Agreement between them is entered into in accordance with the Interlocal Cooperation Act, Chapter 791, 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, the City of Corpus Christi and the Corpus Christi Independent School District agree to the terms as set forth above, this Agreement shall be effective upon full execution of the Agreement by the proper authorities of each entity, after approval by the proper authorities of each entity.

AGREED TO BY:

CITY OF CORPUS CHRISTI

By: _____
Ronald L. Olson
City Manager
Date: _____

Approved as to legal form: _____

By: _____
Lisa Aguilar
Interim City Attorney

CORPUS CHRISTI I.S.D.

By: D. Scott Elliff
D. Scott Elliff, Ed.D.
Superintendent of Schools
Date: 11/19/13

Approved as to legal form: 11-18-13

By: John J. Janssen
John J. Janssen
General Counsel for CCISD

By: Brian Bray 11/19/13
Brian Bray, RTSEA, C.P.M.
Director for Purchasing and Distribution

EXHIBIT A

ACKNOWLEDGMENT FORM TO BE EXECUTED BY CCISD AUTHORIZED REPRESENTATIVES

I, _____, have been designated as an Authorized Representative for CCISD, to allow me to receive read only computer access to certain juvenile information of the Corpus Christi Municipal Court.

I have received and read a copy of the Interlocal Agreement executed between the City of Corpus Christi and CCISD regarding sharing of juvenile records, and I agree to abide by its terms and conditions.

I agree to access the Corpus Christi Municipal Court information for the sole purpose of determining the status of following cases filed in Corpus Christi Municipal Court:

- (1) CCISD students charged with Failure to Attend School violations;
- (2) CCISD students charged with Daytime Curfew violations;
- (3) Adults charged with Parent Contributing to Non-Attendance of a student enrolled in CCISD;
- and
- (4) Assault and possession of drug paraphernalia cases filed and their dispositions pursuant to Art. 15.27 Code of Criminal Procedure.

I understand and agree that utilizing such information for any other purpose is prohibited.

I understand and agree that prohibited uses of City information include but are not limited to the following:

- A. Utilizing the computer system to obtain information about family, friends, neighbors, co-workers, or anyone when said information is not related to my official duties;
- B. Distributing information obtained from the computer system without authorization;
- C. Sharing information obtained from the computer system with someone who does not have an official need to know about the information;
- D. Disclosing my access code;
- E. Entering any information onto or deleting any information from any record of the computer system;
- F. Failing to log off of the computer system before leaving the work area;

Each access code assigned by the City is for the sole use of the person to whom the access code was assigned. The access code is not to be used by or revealed to any other person. I understand that unauthorized use of an access code is prohibited.

I acknowledge that unauthorized access or disclosure of City records may subject me to civil and criminal penalties.

Employee Signature: _____ Date: _____

Employee's Name (printed): _____ Title: _____

Email Address: _____ Phone: _____

Supervisor's Signature: _____ Date: _____

EXHIBIT B
ACKNOWLEDGMENT FORM TO BE EXECUTED BY CITY OF CORPUS CHRISTI AUTHORIZED
REPRESENTATIVES

I, _____, have been designated as an Authorized Representative for the City of Corpus Christi, to allow me to receive read only computer access to certain CCISD student information.

I have received and read a copy of the Interlocal Agreement executed between the City of Corpus Christi and CCISD, regarding sharing of juvenile records, and I agree to abide by its terms and conditions.

I agree to access the CCISD computer system for internet based computer access to CCISD records pertaining to attendance, emergency release information, and grades, only for those CCISD students who are being processed through the City of Corpus Christi Parks and Recreation Departments Community Services Division or the Corpus Christi Municipal Court, only when necessary as part of my official duties.

I understand and agree that utilizing such information for any other purpose is prohibited.

I understand and agree that prohibited uses of CCISD information include but are not limited to the following:

- A. Utilizing the computer system to obtain information about family, friends, neighbors, co-workers, or anyone when said information is not related to my official duties;
- B. Distributing information obtained from the computer system without authorization;
- C. Sharing information obtained from the computer system with someone who does not have an official need to know about the information;
- D. Disclosing my access code;
- E. Entering any information onto or deleting any information from any record of the computer system;
- F. Failing to log off of the computer system before leaving the work area;

Each access code assigned by CCISD is for the sole use of the person to whom the access code was assigned. The access code is not to be used by or revealed to any other person. I understand that unauthorized use of an access code is prohibited.

I acknowledge that unauthorized access or disclosure of CCISD records may subject me to civil and criminal penalties, and to employee discipline, up to and including termination. I certify that I will not disclose or otherwise use any CCISD student information except as specifically permitted herein.

Employee Signature: _____ Date: _____

Employee's Name (printed): _____ Title: _____

Email Address: _____ Phone: _____

Supervisor's Signature: _____ Date: _____

EXHIBIT C

Data Elements to be provided by City to CCISD include the following:

A. CITY OF CORPUS CHRISTI PARKS AND RECREATION DEPARTMENTS COMMUNITY SERVICES DIVISION REPORT

- Social Security Number if available
- Last name
- First name
- Date of birth
- School/Grade
- Offense code
- Description of offense
- Date (when student went to City of Corpus Christi Parks and Recreation Departments Community Services Division)
- Case number
- Gang affiliation

Above requested for CCISD students only, with initial sort by school and last name. CCISD requests ability to sort on any reported column, and ability to look up information based on any field.

B. COURT DOCKET

- Date
- Attendance officer
- Case number
- Offense code
- Description of offense
- School
- Defendant
- Student Name
- Time
- Social Security Number
- Gang Affiliation (if available)

CCISD requests ability to sort by school and last name. Ability to sort on any reported column; ability to look up information based on court date; and or attendance officer.

C. LIST OF VIOLATORS

- Date
- Attendance officer
- Case number
- Offense code
- Description of offense
- School
- Defendant

- Student name
- Time
- Modified court order
- Social security number
- Gang affiliation (if available)

CCISD requests ability to sort by school and last name; ability to sort on any reported column; ability to look up information based on court date; and or attendance officer.

D. REQUEST FOR STANDARDIZED REPORTS

1. Court Orders:

- a. Report on individual student
- b. Look-up by name or student's social security number

2. Student History Report

- a. Based on Student Name or SSN
- b. Truancy Information