

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORPUS CHRISTI AND
THE WEST OSO INDEPENDENT SCHOOL DISTRICT
REGARDING THE JUVENILE ASSESSMENT CENTER
(LIFE SKILLS TRAINING)**

This agreement is made and entered into this _____ day of _____, 2014, by and between the West Oso Independent School District, hereafter referred to as "District" or "WOISD" and the City of Corpus Christi, a Texas home-rule municipal corporation hereafter referred to as the "City", under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the District and the City are local governments as defined in Texas Government Code, Chapter 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, both the City and District represent to one another that each respective party has the authority to enter into this agreement and perform the obligations and duties stated herein; and

WHEREAS, the District and the City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party.

NOW THEREFORE, this contract is made and entered into by District and City in consideration of the aforementioned recitals and for the mutual consideration stated herein ("The Agreement"):

1. PURPOSE OF AGREEMENT

The purpose of the Agreement is to state the terms and conditions under which the City of Corpus Christi Juvenile Assessment Center is to work with WOISD to offer a life skills program to high risk students.

2. DESCRIPTION OF THE SERVICES TO BE PROVIDED

The City of Corpus Christi Juvenile Assessment Center (JAC) will provide Botvin's Life Skills Training to WOISD students who exhibit behaviors that are likely to contribute to their increased risk of juvenile delinquency. In an effort to help students make a decision to attend and

stay in school, JAC will offer Life Skills Training, a research-based prevention program proven to reduce the risks of violence and alcohol/tobacco/drug abuse. It is a comprehensive curriculum targeting the major social and psychological factors that promote the initiation of substance use and other behaviors which often lead to juvenile delinquency. The purpose of this training series is to provide children and adolescents with the confidence and skills necessary to handle challenging situations.

JAC has Case Managers/Prevention Specialists delegated to provide training to WOISD students. Additionally, the JAC periodically employs interns from local colleges/universities enrolled in programs relevant to juvenile delinquency reduction, and trains them as intake specialists or prevention education trainers. Interns may assist the Case Managers/Prevention Specialists. The Prevention Specialists will work with each school to determine which students would benefit from the program and to decide on an appropriate date, time, and location for the training. Each student will be given a workbook to be used to work through the exercises. To successfully benefit from the program, students are expected to attend each of the classes in the series. The Life Skills Training is separated into three different curricula for elementary, middle, and high schools. The program uses a progressive curriculum in which each unit builds upon the next, and the curricula for the middle and high schools reinforces what was taught in the previous grade cluster(s). Through this training, students will gain valuable tools and skills used to overcome and cope with difficulties, but more importantly, the curricula encourages students to listen to the “voice inside their heads” which reinforces the values they have learned in making positive life decisions.

The curricula vary by grade cluster but start with an introductory class so the Prevention Specialist or trained intern can engage with students to identify individual student needs. The curricula are described as follows:

Elementary School

- Eight units in 8 lessons, each 30-45 minutes in duration
- Target population: 3rd to 5th grades
- Topics include: self-esteem, decision making, smoking information, advertising, stress, communication skills, social skills, assertiveness

Middle School

- 11 units in 12 lessons (plus 3 optional units/lessons), 45 minutes in duration
- Target population: 6th-7th graders, with booster programs for 7th-8th graders who have completed the entire series the year before.
- Topics includes: self-image & self-improvement, decision making, smoking myths & advertising, coping with anxiety, communication skills, social skills (2 lessons), and assertiveness. Additional optional topics: violence and the media, coping with anger, resolving conflict.

High School

- 7 units in 10 lessons, 45 minutes in duration
- Target population: 9th-10th grades
- Topics include: the value of good health, decision making for health, risk taking and substance abuse, the media and health, managing stress/anger/other emotions, family communications, healthy relationships

The JAC can also work with schools to identify other particular needs that may warrant additional extensive training in character education or on topics such as bullying, violence prevention, strengthening families, etc. By working jointly with school personnel, the Prevention Specialist can assist in linking students with JAC youth advisement services (also known as case management services) designed to address special needs related to delinquency.

3. TERM AND TERMINATION

The Interlocal Agreement shall have one year term and shall be effective upon its date of execution by the last party to execute the Agreement. The Agreement shall automatically renew for successive five one-year terms. This Agreement may be terminated at any time by either party upon sixty (60) days written notice to the other parties.

4. AUTHORIZED REPRESENTATIVES ACCESS TO DISTRICT RECORDS

The District shall allow Authorized Representatives of the City to have internet based computer access to most recent two years of District records pertaining to attendance, emergency release information, and grades, for those District students who are provided services of the City JAC, "District Records".

This access will be limited to the following City personnel ("City's Authorized Representatives):

1. City Parks and Recreation Department's Community Services Division Superintendent.
2. City Parks and Recreation Department's Community Services Division Administrative Assistant.
3. City Parks and Recreation Department's Community Services Division Intake Specialist.
4. City Parks and Recreation Department's Community Services Division Case Managers.
5. City Parks and Recreation Department's Community Services Division Program Managers.

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. The City shall provide the District with a current list of all Authorized Representatives, and shall notify the

District, as soon as practicable, when an Authorized Representative terminates employment. The acknowledgment form to be executed by the City Authorized Representatives is attached as Exhibit A.

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

5. ACCESS, TRAINING, AND PERMISSIBLE USE

A. The parties agree to work together to allow Authorized Representatives of the City to have secure internet based computer access to the District Records. Prior to access being granted, the District shall provide training to the City Authorized Representative of the web based application. Authorized Representatives of the City may only use the District Records for the following limited purposes:

To report City Parks and Recreation Department Community Services Division outcomes in aggregate form.

To obtain the following information of the District students participating in the City Parks and Recreation Community Services Division Life Skills Training program:

Home school

Home school counselor

District Alternative Education Program counselor

Grades

Attendance records

Discipline history

Eligibility for special education services and if services are received

6. ADDITIONAL RESTRICTIONS

Neither the City nor its Authorized Representative shall release or disclose to the public, or any third party, any records or information of the District, 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 records may subject one to criminal and civil penalties. Accordingly, each party will educate and inform its staff regarding permissible uses of the records obtained from the other party. The parties further agree that the information or records disclosed pursuant to this Agreement will be retained by the receiving party in a manner and in accordance with the applicable record retention laws identified by each party after the need for such information ceases.

7. NOTICE

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be fax or deposit in the United States Postal Services, first class, return receipt requested to:

TO THE DISTRICT:

West Oso Independent School District
Attn: Elizabeth Saenz, Superintendent of Schools
5050 Rockford Drive
Corpus Christi, Texas 78416

TO THE CITY:

The City of Corpus Christi
Attn: Director of Parks and Recreation
P.O. Box 9277
Corpus Christi, Texas 78469-9277

8. INDEMNIFICATION

District and City agree that both District and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the courts of performance of the Agreement, without waiving any sovereign governmental immunity available to either District or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

9. FISCAL FUNDING

In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

10. VENUE

Venue to enforce this Agreement shall lie exclusively in Nueces County, Texas.

11. CONFIDENTIAL RECORDS AND INFORMATION

In the carrying out of the terms of this Agreement, the City and/or Juvenile Assessment Center may, from time to time, have access to confidential information and documents pertaining to students in the District. The City and/or Juvenile Assessment Center shall not, without written consent of the parents of the student, release or disclose to the public or an third party District information or records regarding and District student. The District shall not, without written consent of the City Attorney or designee, disclose to the public or any third party any City information or City records regarding the student. Said information and documents are considered confidential, and shall not be used by the City and/or Juvenile Assessment Center, District or any of their employees, agents, or representatives, for private purposes. The City

and/or Juvenile Assessment Center 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 and/or Juvenile Assessment Center 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.) The City and/or Juvenile Assessment Center 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.

12. CRIMINAL BACKGROUND CHECK

Insofar as applicable, the parties recognize and agree as follows: An entity that contracts with the District to provide services shall obtain from any law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.), all criminal history record information that relates to an employee of the entity who is employed before January 1, 2008, and who is not subject to a national criminal history record information review under Education Code 22.0834(b) if:

1. The employee has continuing duties related to the contracted services; and
2. The employee has direct contact with students.

A person who, on or after January 1, 2008, is offered employment by an entity that contracts with the District must submit to a national criminal history record information review if:

1. The employee or applicant has or will have continuing duties related to the contracted services; and
2. The employee or applicant has or will have direct contact with students.

The person must submit to the review before being employed or serving in a capacity described above.

An entity contracting with the District shall obtain all criminal history record information that relates to a person described above through the criminal history clearinghouse as provided by Government Code 411.0845.

The entity shall certify to the District that it received all of the criminal history record information required above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

A service contractor shall provide the District, at its request, the information necessary for the District to obtain criminal history record information for all covered contract employees.

4. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

5. SEVERABILITY

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall be affected or impaired, and such remaining provisions shall remain in full force and effect.

6. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7. APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by West Oso Independent School District and by Corpus Christi City Council.

EXECUTED IN DUPLICATE on the _____ day of _____, 2014.

CITY OF CORPUS CHRISTI
ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Ron L. Olson
City Manager

Approved as to legal form:

Buck Brice, Assistant City Attorney
For the City Attorney

WEST OSO INDEPENDENT SCHOOL DISTRICT

By: Elizabeth Saenz
Elizabeth Saenz, Superintendent of Schools

Date: 7/31/14

Reviewed and Approved for Purchasing Compliance

By: _____
{Type Name of Person Responsible for Purchasing}
{Insert Title}

Date: _____

Approved as to legal form:

{Insert Name}, General Counsel for WOISD

Date: _____