

**AMENDED INTERLOCAL AGREEMENT BETWEEN
THE CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF CORPUS CHRISTI
THE LATCHKEY PROGRAM**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "the Agreement", is made by and between the Corpus Christi Independent School District (hereinafter referred to by name or as the "District"), a political subdivision of the State of Texas, and the City of Corpus Christi, a Texas municipal corporation (hereinafter referred to by name or as the "City"), pursuant to chapter 791 of the Texas Government Code, to achieve efficiency in meeting intergovernmental responsibilities.

WHEREAS, the City is sponsoring a child-care and activities program for those elementary students who meet Latchkey's participant guidelines and who attend schools with Latchkey sites.

WHEREAS, the District agrees to provide building, playground facilities, utilities, and janitorial services for the Latchkey program ("Latchkey Program");

WHEREAS, both parties endeavor to provide a safe environment for District students; and

WHEREAS, both parties seek to update their Interlocal Agreement concerning the Latchkey Program executed on or about May 24, 2007, by way of this amended agreement;

NOW, THEREFORE, the City and District, in consideration of the mutual covenants contained herein, agree as follows:

ARTICLE 1. CONTRACT TERM

This Agreement begins upon full execution of the Agreement, and ends May 31, 2017, subject to the rights of both parties to terminate this Agreement as stated below. The parties agree that by execution of this Agreement the executed document replaces the prior document in full.

ARTICLE 2. DISTRICT RESPONSIBILITIES

The District shall have the following obligations and responsibilities pursuant to this Agreement:

- a. The District agrees to provide building and playground facilities for the Latchkey Program operated by the City during Latchkey's full hours of operation sufficient to meet Latchkey program guidelines. This includes building utilities such as water, gas, electricity, and access to telephones

for emergency calls; use of tables, chairs, televisions, and VCRs; and access to restrooms and playground facilities;

- b. The District agrees to conduct site inspections to determine compliance with applicable safety codes. This includes yearly fire and gas line inspections and continual monitoring and repair of alarm systems and safety equipment;
- c. The District agrees to provide health care supplies, including lined trashcans, paper towels, and toilet paper for each site;
- d. The District agrees to provide after-program custodial maintenance, including the emptying of trash containers, the sweeping and mopping of floors, and spray waxing of furniture as needed; and
- e. The District agrees to provide at least 48 hours advance notice to the City if Latchkey is to be moved to a different area of the building. Space will be in compliance with State licensing regulations.

ARTICLE 3. CITY RESPONSIBILITIES

The City shall have the following obligations and responsibilities pursuant to this Agreement:

- a. The Latchkey staff is responsible for administration of the entire Latchkey Program, including:
 - (1) Setting and collecting fees; providing and monitoring rules and regulations related to student discipline; replacing items that are damaged during the Latchkey Program;
 - (2) Other administrative responsibilities such as hiring and training of staff and coordinating assignments; and
 - (3) Compliance with established program guidelines.
- b. The Latchkey staff shall:
 - (1) Report violations of the Student Code of Conduct or District policy governing student conduct as soon as possible to the campus principal or other appropriate District official;
 - (2) Report violations of District policy and instances of verbal abuse or offensive physical conduct by non-students, including parents

and Latchkey staff, as soon as possible to the campus principal or other appropriate District official.

- c. The City will be responsible for the repair or replacement of the facility or equipment that is damaged or lost during the Latchkey Program. The decision as to repair or replacement of a damaged or lost item shall be mutually agreed upon by the City and District. The City will reimburse the District for the damage or loss at current market value. The District will provide proof of value of damaged or lost items by providing the City with any or all of the following: fixed asset records, purchase order, or copies of invoice;
- d. The City shall coordinate its site inspections to determine compliance with health and safety codes. Latchkey staff will cooperate with school site personnel to monitor the site for a determination of and response to health and safety hazards;
- e. The City shall be responsible for all Latchkey Program activities including arts and crafts and structured recreational play. This includes storing such materials at the sites where space allows;
- f. During the Latchkey Program, the City shall provide the following: cleaning the tops of tables and placing trash in trash cans; cleaning chairs; placing chairs under tables; and returning furniture and fixtures to their original arrangements. For safety purposes, Latchkey personnel will be instructed to not place chairs on top of tables.

ARTICLE 4. STUDENT CONDUCT DURING LATCHKEY PROGRAM

In addition to any rules and regulations provided for by the Latchkey staff, District students participating in the Latchkey Program will abide by the District's Student Code of Conduct as well as District Policy governing student behavior, including but not limited to those prohibiting the use, sale or possession of alcoholic beverages, tobacco, illegal drugs, and firearms (see CCISD Board Policy FNCD, FNCF, and FNCG; see also FFI, FNC, FNCA, FNCA, FNCC, FNCE, FNCH and FNCI), student freedom from discrimination, harassment and retaliation (see CCISD Board Policy FFH), and student freedom from bullying (see CCISD Board Policy FFI). Students who violate the Student Code of Conduct or other District Policy governing student conduct will be subject to discipline by the District in addition to any discipline that may be imposed by Latchkey staff.

ARTICLE 5. CONDUCT BY NON-STUDENTS, INCLUDING PARENTS AND LATCHKEY STAFF, DURING LATCHKEY PROGRAM

Any non-student present during the Latchkey program, including parents and Latchkey staff, will abide by District Policy governing visitors to a campus, including but not limited to those prohibiting the use, sale or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products on school property [see Policy GKA; See also Policies GKC, and GKD], student freedom from discrimination, harassment and retaliation [see CCISD Board Policy FFH], and student freedom from bullying [see CCISD Board Policy FFI]. Those who violate District Policy or engage in verbal abuse or offensive physical conduct toward students, District employees, Latchkey staff, parents, or others present while at the Latchkey program may be banned from the campus and all other District property for a specified time period designated by the campus principal or other appropriate District official. [See GKC(REGULATION)].

ARTICLE 6. USES OF DISTRICT INFORMATION AND RECORDS BY THE CITY

The City may, from time to time, have access to, and use of, confidential student information obtained from the District for the sole purpose of the assistance of District students participating in the Latchkey Program. For students with special education requirements, the District will share information and records with the City regarding said students to ensure that the City's Latchkey Program employees are aware of any individual education plans or special needs for such students, so that appropriate accommodations may be made for such students. The City shall not release or disclose to the public or any third party student information or records without the prior written consent of the parent(s) of the minor in question, except as required by state or federal law. Each party shall take all steps necessary to ensure that the student information and records are viewed only by authorized representatives of the City for the permissible uses stated herein. Said information is considered confidential, and shall not be used by the City or any of its employees or agents for private purposes. The City acknowledges and understands that the unauthorized release of student information or records may subject the individual or entity to criminal and civil penalties. Accordingly, the City will educate and inform its staff regarding the District's "Acceptable Use Guidelines for Technology", permissible uses of the student information and records obtained from District databases (or other sources), and the Family Educational Rights and Privacy Act (see 20 U.S. C., Section 1232g and 34 C.F.R., Section 90, a seq.). The City further agrees that the information or records disclosed or obtained pursuant to this Agreement will be destroyed by the City after the need for such information ceases to exist.

ARTICLE 7. 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 8. 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 9. ASSIGNMENT

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

ARTICLE 10. CONSIDERATION

Expenses incurred through Latchkey Program activities are the City's responsibility. Facility and site expenses are the District's responsibility.

ARTICLE 11. LICENSING

The City will maintain all licenses as may be required by the State of Texas. Monitors for Latchkey sites may make random visits to determine compliance with State guidelines.

ARTICLE 12. SITES

Site selection is based on need for services as determined by community survey(s) and by availability of required space and fixtures. Selection is also based on access to restrooms, janitorial service availability, and other criteria as determined by the District and the City's Park & Recreation Department. Current space requirements are a minimum of 30 square feet of indoor play space per child. If the City is cited for licensing violations that are due to facility non-compliance issues, the City reserves the right to cease operating the Latchkey Program at that site based upon the compliance date established in the citation unless the District chooses to remedy the noncompliance at its cost or allows the City the right to implement non-structural remedies at its cost.

ARTICLE 13. LIMITATION ON LOCATION

Notwithstanding Section 10 above, all activities conducted in accordance with this Agreement must be conducted exclusively on a school campus of the Corpus Christi Independent School District pursuant to this Amended Interlocal Agreement.

ARTICLE 14. CONTROL OF FACILITIES AND ANNOUNCEMENTS

The District does not give up ultimate control of the facilities and retains the right to enforce all necessary laws, rules and regulations, as well as the right to make announcements as the District may deem necessary in the interest of public safety. The City will cooperate and cause its agents and employees to cooperate with the delivery of such announcements.

ARTICLE 15. LIABILITY

To the extent permitted by law, neither party shall be responsible to the other for personal injuries, losses, claims, damages, or demands caused by the acts or omissions, if any, of such party or its agents, employees, contractors, patrons, guests, licensees, or invitees related to the City conducting the Latchkey Program at District sites. Liability, if any, of either party shall be that prescribed by the laws of the State of Texas.

ARTICLE 16. PUBLIC HEARINGS

Pursuant to the Texas Education Code, Section 33.902, the District is required to annually consider, during at least two (2) public hearings, the need for, and availability of, child care before, after, or both before and after, the school day, and during school holidays and vacations for the District's school-age students. The public is notified of the hearings through advertisements in the Corpus Christi Caller-Times and press releases distributed to the media.

ARTICLE 17. PROGRAMMATIC CHANGES

If the City and District determine that programmatic changes are necessary that modify the responsibilities of either party as set forth in this Agreement, the City Manager and the District's Superintendent of Schools must mutually agree to the change(s) before they are implemented.

ARTICLE 18. 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:

Mr. Michael Morris, Director
City of Corpus Christi
Parks & Recreation Department
P.O. Drawer 9277
Corpus Christi, Texas 78469-9277

For C.C. I.S.D.:

Mr. Scott Kucera
Corpus Christi I.S.D.
P.O. Drawer 110
801 Leopard Street
Corpus Christi, Texas 78403-0110

ARTICLE 19. APPROPRIATION OF FUNDS

The City and District 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 District 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.

ARTICLE 20. EQUAL OPPORTUNITY

The parties shall provide all services associated with the subject matter of this Agreement in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (*34 C.F.R., Section 106, et seq.*), and all other applicable federal and state nondiscrimination statutes or laws.

ARTICLE 21. LAW GOVERNING AND VENUE

The parties agree that the law governing this Agreement shall be that of the State of Texas, and that any disputes arising under this Agreement shall have venue in a State District Court of Nueces County, Texas.

ARTICLE 22. MEDIATION

The parties agree that any dispute that may arise under this Agreement shall be first submitted to mediation in an attempt to resolve any such dispute before litigation is filed. The parties may seek injunctive relief from a Nueces County District Court prior to mediation if there is an imminent risk of loss or damages.

ARTICLE 23. FORCE MAJEURE

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any act, in whole or in part, as a result of delays caused by the other party, or an act of God, war, civil disturbance, court order, labor disputes, third party non-performance, or other cause beyond its reasonable control, including, but not limited to, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Such non-performance shall not be a default or a ground for termination under this Agreement.

ARTICLE 24: MERGER AND INTEGRATION

This Agreement and exhibits, if any, attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto.

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 governing bodies of such entities, if required by law.

SIGNED:

CITY OF CORPUS CHRISTI

By: _____
Ronald L. Olson
City Manager

Date: _____

By: _____
Armando Chapa
City Secretary

Date: _____

Approved as to legal form:

By: Lisa Aguilar
Lisa Aguilar Assistant City Attorney
for the City Attorney

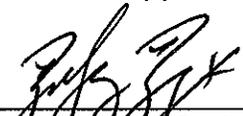
Date: Sept. 18, 2012

CORPUS CHRIST INDEPENDENT SCHOOL DISTRICT

By: 
D. Scott Eliff, Superintendent of Schools

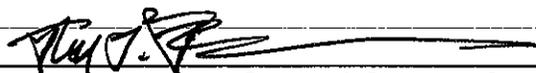
Date: 9/6/12

Reviewed and Approved for Purchasing Compliance

By: 
Brian Gray, B.S.B.A., C.P.M.
Director for Purchasing and Distribution

Date: 9/5/12

Approved as to legal form:

By: 
John J. Janssen, General Counsel for CCISD

Date: 9-5-2012