

**INTERLOCAL AGREEMENT FOR JOINT USE OF FACILITIES
BETWEEN COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF COLLEGE STATION, TEXAS**

AMENDED EXHIBIT "A"

**OPERATION OF KIDS KLUB
AFTER SCHOOL CARE PROGRAM**

AGENCY OBLIGATIONS FOR TRANSITION YEAR

The CSISD Superintendent and the City Manager, or their respective designees, shall each appoint a representative from their Agency to serve as a director of Kids Klub. The two directors shall be empowered to carry on the business of the Kids Klub program with the approval of their respective supervisors.

The City has made the decision to withdraw from the Kids Klub program following the 2013-2014 school year ("**Transition Year**"). During the Transition Year, the City Kids Klub Assistant Director and CSISD Coordinator of Community Education will work together to transition operation of Kids Klub from joint operation by CSISD and the City to sole operation by CSISD.

Subject to the following specific provisions, the general obligations of the Parties shall be as follows:

Financial administration, participant registration, and provision of **Facilities** are the responsibility of **CSISD**.

Daily operation, staff training, supervision, and curriculum development are the joint responsibility of the **City and CSISD**.

The following specific provisions shall govern the responsibilities of the parties for the Transition year:

A. Staffing to Facilitate Transition Year:

- i. For the 2013-2014 year, the primary focus of the City Kids Klub Assistant Director's (Josh Cowling) job, will be transition of the Kids Klub Operation;
- ii. The City Kids Klub Assistant Director will work out of the CSISD Community Education Office;
- iii. The City Kids Klub Assistant Director will move to the CSISD Community Education Office during the 2013 summer;
- iv. The Community Education Office will provide administrative assistant support to Kids Klub.

B. The City and CSISD will Jointly Manage the Following Obligations:

The following obligations (which were previously the City's sole obligation) will be jointly administered by CSISD and the City throughout the 2013-2014 school year. All obligations of the City will be transferred to CSISD as of June 2, 2014.

- i. Interview, hire, train, evaluate, and when needed, dismiss Program staff.
- ii. Conduct a background check on all potential Program staff employees.
- iii. Plan, carry out, and evaluate the program.
- iv. Insure **CSISD** administrators are provided correct staff attendance records in a timely manner as required by the payroll calendar.
- v. Order supplies and materials deemed appropriate to conduct the program.
- vi. Insure **CSISD Superintendent of Schools or his designee** is provided with an accident report within twenty-four (24) hours for all accidents involving Program staff or students requiring medical assistance.
- vii. Produce an annual program evaluation by December 1st for the previous fiscal year. This evaluation should detail both fiscal and programmatic functions and be submitted to the City Manager and Superintendent of Schools.
- viii. Develop a proposed annual budget in collaboration with the CSISD Director of Career and Technology Education and Community Education. This budget shall be developed no later than April 1st. Budgets will be based on projected enrollment.
- ix. Handle all external public relations, including parent handbooks, enrichment flyers, and parent concerns regarding program operations.
- x. Develop appropriate enrichment registration forms and materials for all activities of Kids Klub.

C. Obligations of CSISD.

- i. Collect and account for all monies according to the accounting principles set forth in the ***Texas Education Agency's Financial Accounting Resource Guide***.
- ii. Provide the facilities for the program. Fees associated in building use shall be waived. Utility costs will be paid as set forth in the agreed budget.
- iii. Pay all bills generated by the activities of the program as verified by both Parties.
- iv. Pay all salaries of the employees of the program, except for the City Program Assistant Director and other city staff. Timesheets and other documents will be maintained for auditing purposes. **CSISD** is to reimburse the City \$20,000 toward the cost of the City Kids Klub Program expenses.
- v. Conduct a background check on all potential staff employees.
- vi. Provide daily snacks for students and staff through the CSISD Food Service Department based on information received from the City Program Director.
- vii. Develop a proposed annual budget with the City Program Director. This proposed budget shall be developed no later than April 1st. Budgets will be based on projected enrollments. The final approved budget must be reviewed and approved by both the City and CSISD.
- viii. Provide to the **City** monthly financial statements.

- ix. Purchase and administer an accident insurance policy for staff and students in the program.
- x. Communicate in a timely manner with the CSISD Food Service Department, all necessary information concerning the Snack Program.
- xi. Handle all customer concerns regarding individual financial accounts.

D. General Provisions.

- i. The Fiscal Year shall coincide with that of **CSISD**, which is September 1 - August 31.
- ii. After all outstanding obligations have been paid in full, a final accounting of all program expenses and revenues shall be completed.
- iii. No **CSISD** or other school district funds may be used to cover program deficits beyond the existing fund balance in the Kids Klub Proprietary Fund.
- iv. Because CSISD will be assuming sole responsibility for the the program, so that an accounting of the net worth of the program shall be made. This accounting shall include assets and liabilities, but shall exclude non-monetary assets. The Coordinator of Community Education and the Assistant Director of Kids Klub will jointly conduct the accounting. Monetary and non-monetary assets of each Agency will remain the property of the same, except that any fungible assets acquired for program use shall become the property of CSISD on June 2, 2014.
- v. If both Agencies withdraw, an equitable (equal) disposition of non-monetary assets will be proposed which must be acceptable to both Agencies and which must be approved by the governing body of each Agency.
- vi. Neither Party may withdraw during a program year unless both Agencies withdraw.
- vii. Upon mutual agreement of the Parties, **CSISD** can designate a clerk to handle daily operations of the Financial Director; salary to be paid from the Kids Klub budget.

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EXECUTED on this the _____ day of _____, 2013.

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

By: _____
Valerie Jochen, Board President
College Station Independent School District

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This instrument was acknowledged before me on the _____ day of _____, 2013, by **Nancy Berry**, in her capacity as **Mayor** of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for the State of Texas

My Commission expires on: _____