

**AGREEMENT BETWEEN
THE CITY OF SEGUIN AND
THE SEGUIN INDEPENDENT SCHOOL DISTRICT
2021-2022**

It is agreed that the Seguin Independent School District (hereinafter "SISD") and the City of Seguin, Texas (hereinafter "CITY") do hereby agree to provide an after-school program, including staffing for the CATCH Kids Club that is part of the SISD's Afterschool Centers on Education program ("ACE"), as set out in Exhibit "A" (hereinafter "**After School Program**") on the following terms and conditions:

Whereas, SISD and the CITY desire to provide a safe and supervised environment for children to spend their "free" time after-school and before they are in a parent's or guardian's care; and

Whereas, SISD and the CITY believes such a program will be in the best interests of both the SISD and the CITY because it will encourage children to expend positive energy through organized group and individual games and activities;

Therefore, SISD and the CITY, by this document, enter into an Interlocal Agreement pursuant to the authority granted the school district by Texas Education Code Sec., Sec. 33.902, and Texas Local Government Code Chapter 791.

ACCORDINGLY, the SISD and the City agree as follows:

I. BASIC SERVICES

A. CITY shall provide the following:

1. Staff to supervise and conduct activities for enrolled children in the After School Program;
2. Training for all staff, including first-aid, CPR and security/safety;
3. Recreational supplies for games and activities;
4. Light snack items;
5. Any other aspect of the After School Program, other than as set forth in paragraph 2 below, including, but not limited to staffing, After School Program delivery, equipment, supplies and;
6. A "first-aid" kit for each campus.

B. SISD shall provide the following:

1. Facilities (gym, playground and cafeteria); limited to a maximum of eight (8) school campuses (to be designated by SISD, at its sole and absolute discretion);
2. Storage space at each such building for program supplies and snack items (including, where possible, refrigerator space).

II. FUNDING AND COSTS

A. The CITY shall pay all customary and usual out-of-pocket expenses incurred in the After School Program out of the fees charged; however, in no event shall SISD be liable for any normal After School Program expense other than that incurred in providing the facilities and including the cost

of electricity. Each party paying for functions or services shall make those payments from current revenues available to the paying party.

- B. The City shall pay to SISD 25% of the net revenue, if any, received by the City for the operation of the After School Program. This payment (True-up for the 2020/2021 school year) will be made by March 31, 2022.
- C. Costs associated with extending the After-School Program to include the ACE program shall be paid in accordance with the Memorandum of Understanding entered into by the City and SISD in January 2021. The Memorandum of Understanding is attached hereto as **Exhibit A** and incorporated herein as if set out in full.

III. PERSONNEL

The CITY shall maintain a ratio of one instructor to every 12 students. Participant waitlists and/or After School Program cancellations may occur due to limited staffing. All volunteers and employees shall be given and pass a "criminal history check" before being allowed to begin any duties on a campus. All employees shall also be given and pass a drug screen before being allowed to begin any duties on a campus.

IV. MISCELLANEOUS PROVISIONS

- A. This agreement shall expire on the last day of June 2022. Either party may cancel it by giving 30 days written notice to the other party at their respective official address.
- B. It is agreed that neither Party waives any immunity, which it currently has or may obtain from liability and or suit;
- C. The After School Program shall begin in August 2021, and run through June 2022, and be conducted between the hours of 3:00 p.m. and 6:00 p.m., Monday through Friday. The SISD school calendar shall govern the days when the After School Program is available. On select school holidays, the City shall be permitted to hold "Holiday Camps" to provide recreation and care while children are out of school, between the hours of 7:30 a.m. and 5:30 p.m.
- D. The curriculum shall emphasize psychomotor skills and cooperation. Activities promoting "self-help" and survival skills will be encouraged to allow children to expend their physical and creative energies. Games and activities will be suitable for student's skill levels and are organized for maximum participation.
- E. SISD and City of Seguin, Parks and Recreation Department agree to support 2021-2022 Texas 21st Century Community Learning Center, Cycle 11, Year 1 (ACE) grant award whereby the CITY receives grant funds for leading recreational programs as written in the Memo of Understanding attached as Exhibit A. The CITY agrees to operate a paid JAAM program for children that are not participating in the SISD grant application.

SIGNED this _____ day of _____, 2021.

By: _____
City Manager – City of Seguin

By: _____
Superintendent – Seguin Independent School District

SISD/CITY OF SEGUIN COOPERATIVE PROGRAM

2021-2022 AFTER SCHOOL PROGRAM

Program Description: The After School Program serves students at the F.C. Weinert, Jefferson Ave, Koennecke, McQueeney, Rodriguez, Patlan, Vogel, and Ball Early Childhood Center school campuses. The program hours are between 3:00 to 6:00 p.m. and other hours as the school mandates early release/closure. Children will be offered a light snack and are allowed to bring any additional snacks.

The program provides a safe and supervised environment for children to spend their "free" time, after-school before they are in a parent or guardian's care. Activities will encourage children to expend positive energy through organized group and individual games and activities.

There are 1-week sessions that comprise the JAAM After School Program schedule beginning August 16, 2021 and ending June 2, 2022 (with utilization of SISD facilities ending in June 2022). JAAM staff arrives at 3:00 p.m. at a SISD gymnasium or cafeteria and children are to be picked up by 6:00 p.m.

Highlights from school year 2019 – 2020 include:

- 🌳 Served 325 SISD students over the course of the school year.
- 🌳 Provided approximately \$12,000 indirect support to the JAAM program.
- 🌳 Hired and trained 42 staff to work with students over the course of the school year.

SISD Commitment to the Program: As outlined in the proposed Inter-local Agreement (attached) the SISD would provide the following:

Support to the Program by the SISD:

Facility Usage (gym, playground, cafeteria, restrooms, storage space, janitorial, and utility costs)
Administrative Staff Support
Janitorial Support

Cost to CITY for JAAM After-School Program:

2019 - 2020

Part-Time Staff Salaries.....	\$ 102,411.43
Administrative Costs / Salaries.....	\$ 103,627.00
Pre-employment Screening.....	\$ 2,494.00
Operational / Snacks & Supplies / Vehicle Expense.....	\$ 19,824.99

<u>TOTAL.....</u>	<u>\$ 228,357.42</u>
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<u>CITY'S GROSS Revenue.....</u>	<u>\$ 155,383.00</u>
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Participation fees

Variance (Expenses exceeds Revenues).....	\$ (72,974.42) <i>loss</i>
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Contractual obligations regarding the JAAM and Summer Day Camp programs is that SISD receives 25% of the net revenue versus expenses for associated with both programs. Due to Covid, the Summer Day Camp program was held at the Seguin Coliseum during the summer of 2020.

City of Seguin check to SISD = \$0