

**AGREEMENT BETWEEN
THE CITY OF SEGUIN AND
THE SEGUIN INDEPENDENT SCHOOL DISTRICT
2018-2019 School Year**

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 (hereinafter "**Latch Key Program**") on the following terms and conditions:

PREAMBLE

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.

AGREEMENT

ACCORDINGLY, the parties agree as follows:

I. **BASIC SERVICES**

A. CITY shall provide the following:

1. Staff to supervise and conduct activities for enrolled children from K through 5th grade;
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 Latch Key Program, other than as set forth in paragraph 2 below, including, but not limited to staffing, Latch Key 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 seven (7) 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 Latch Key Program out of the fees charged; however, in no event shall SISD be liable for any normal Latch Key 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 Latch Key Program. This payment will be made by March 31, 2019. Should the Latch Key Program lose money, then SISD agrees to pay the same percentage of the loss to the City within ninety (90) days after receiving the City's Latch Key Program accounting.

III. PERSONNEL

The CITY shall maintain a ratio of one staff member to every 12 students, with a ten (10) student minimum and a maximum of ninety-six (96) students at each campus. 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 2019. 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 Latch Key Program shall begin in August 2018, and run through June 2019, 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 Latch Key Program is available. On select school holidays such as Spring Break, 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. Each campus will be provided an "Activity Guide" included in the after school program Campus Program Packet. This guide lists suggested activities by categories, including physical activities and arts and crafts.

By entering this agreement, the parties do not create any obligation, express or implied, other than those set forth herein and this agreement shall not create any rights in third parties.

SIGNED this _____ day of _____, 2018.

By: _____
Superintendent - Seguin Independent School District

By: _____
City Manager - City of Seguin

**SISD/CITY OF SEGUIN COOPERATIVE PROGRAM
2018-2019 LATCH KEY PROGRAM**

Program Description: The Latch Key Program serves students at the F.C. Weinert, Jefferson Ave, Koennecke, McQueeney, Rodriguez, Patlan, and Vogel school campuses. The program hours are from 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 27, 2018 and ending June 7, 2019. 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.

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: **2016-2017**

Part-Time Staff Salaries.....	\$ 103,266.78
Administrative Costs / Salaries.....	\$ 109,784.68
Pre-employment Screening.....	\$ 1,120.00
Operational / Snacks & Supplies / Vehicle Expense.....	\$ 22,546.10

TOTAL.....	<u>\$236,717.56</u>
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2016-2017

<u>CITY'S GROSS Revenue.....</u>	\$256,331.00
<i>Participation fees</i>	

Variance.....	\$ 19,613.44
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