



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 16, 2024

Agenda Section: Consent

Agenda Item Title: Believe It Foundation MOU

From/Presenters: Christopher Douglas, Director of Special Education

Description:

In 2008, Andrew McAllister founded the Believe It Foundation with the goal of enhancing the lives of physically challenged children by promoting their inclusion in the lives and experiences of those without similar limitations. Since its inception, the Foundation has helped hundreds of children with physical challenges step off the sidelines and fully engage in life through school-based programs, camps, excursions, social activities, and college scholarships. From the start, the vision has been to foster a widespread belief in a world where physically challenged individuals have every right to be our coworkers, dinner companions, and advocates for a more inclusive future.

Historical Data:

The Believe It Foundation has granted South San Antonio ISD with adaptive bicycles for the students receiving special education services. Currently, the district has 10 bikes that are utilized by the students

Recommendation: I recommend that the Superintendent of Schools and the Board approve the MOU for the Believe It Foundation.

Purchasing Director and Approval Date: N/A

Funding Budget Code and Amount: N/A

Goal: N/A

MEMORANDUM OF UNDERSTANDING

Dated as of 8/13/2024

between

South San Antonio ISD

and

Believe it Foundation

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “**MOU**”) is made and entered into by and between v South San Antonio ISD Located :, 1450 Gillette Blvd San Antonio Tx 78224(hereinafter referred to as “South San Antonio ISD”); and, Believe it Foundation located at 4242 Broadway, #706, San Antonio, Texas, 78209 (hereinafter referred to as “**Foundation**”).

WHEREAS the intent of South San Antonio ISD and FOUNDATION is to identify and agree with the commitments and obligations made by each party in this MOU.

WHEREAS South San Antonio ISD and FOUNDATION agree to collaborate, cross-promote their programs in an effort to promote inclusivity throughout South San Antonio ISD and San Antonio.

NOW THEREFORE, for and in further consideration of the matters hereafter set forth, South San Antonio ISD and FOUNDATION thereby stipulate and agree as follows:

I. Responsibilities of South San Antonio ISD and FOUNDATION

I.1. South San Antonio ISD to maintain/start a Partners In PE program, PALS or other inclusion programs and can ask for assistance from FOUNDATION

I.2. Upon establishment of inclusion programming, FOUNDATION will purchase and gift adaptive bikes (number to be determined based on number of students impacted) to South San Antonio ISD as funds are made available; Bikes will have an odometer for the purpose of gathering data on use. FOUNDATION will annually gather data to access relevant impact on a given campus and in collaboration make recommendations about use maximization.

I.3. South San Antonio ISD will own the bikes and will store and maintain the bikes and accessories and will carry all the relevant liability insurance.

I.4. South San Antonio ISD will use adaptive bikes on campus for adaptive P.E., bike rodeos, and for bike club meetings. A bike lending program can be implemented for use of bikes on weekends, holidays, and summer.

I.5. South San Antonio ISD and FOUNDATION to host additional bike training days throughout the 24-25 school year to promote the bikes and train users. All coaches and relevant personnel will be trained and informed about the importance and benefit of use.

II. Terms of the MOU

II.1. This MOU is entered by FOUNDATION and South San Antonio ISD in good faith for a mutually beneficial relationship to collaborate and promote inclusion throughout South San Antonio ISD and San Antonio

II.2. This MOU is not intended to create or constitute a legally binding obligation between South San Antonio ISD and FOUNDATION, but it shall, in all respects, be governed by, and construed in accordance with the laws of the State of Texas, including all matters of construction, validity and performance, without giving effect to its conflict of law provisions

III. Termination of this MOU

III.1. This MOU shall be effective as of DATE and shall continue in full force and effect until August 2025 unless terminated earlier by FOUNDATION or South San Antonio ISD with a 30 days written notice should the pilot program be deemed unsuccessful.

IV. Notices and Communications

IV.1. All notices and communications stipulated in this MOU shall be sent by way of e mail and U.S. Mail.

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BLVD
San Antonio Tx 78224 Email:
christopher.douglas
@southsanisd.net

BELIEVE IT
FOUNDATION:
4242 Broadway #706
San Antonio, Texas, 78209 Attn: Andrew
McAllister
e-mail: info@believeitfoundation.org

V. Amendments

V.1. The provisions of this MOU may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever, except by a written instrument signed by FOUNDATION and South San Antonio ISD hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this MOU to be duly executed, delivered and effective as of the date first above written.

South San Antonio ISD

Christopher Douglas

BELIEVE IT FOUNDATION

A.
Andrew McAllister