

SERVICE DELIVERY AGREEMENT

This Service Delivery Agreement (“Agreement”) for the period indicated herein during school year 2019-2020, by and between the **South San Antonio Independent School District** (hereinafter referred to as “SSAISD”), and **Communities In Schools of San Antonio** (hereinafter referred to as “CIS-SA”), a nonprofit corporation located at 1616 E. Commerce St., Bldg. 1, San Antonio, Texas 78205, sets out to establish the relationships and responsibilities of both parties in the implementation of an on-campus clinical counseling project (hereinafter referred to as “CIS-SA Project Access”) on all campuses served by CIS-SA. Dr. Alexandro M. Flores, Superintendent of Schools, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the SSAISD Board of Trustees by his execution of this Agreement.

WHEREAS it is the intent of all parties hereto to bring the CIS-SA approved services and resources into the identified campus settings to attempt to facilitate the academic and personal success of students experiencing the effects of at-risk environments by providing the full range of services to those students; and

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Service Delivery Agreement agree to the following:

- A. All parties hereto mutually agree as follows:
 1. The term of this Service Delivery Agreement shall be from September 1, 2019 through August 31, 2020. This Service Delivery Agreement may be terminated by either party by providing thirty days written notice of termination to the other party. If terminates the contract, compensation and services shall cease; except, however, CIS-SA shall be entitled to receive compensation for work completed, satisfactory to SSAISD, to the date of termination. If termination occurs in the middle of the payment period, compensation shall be prorated against the monthly payment next due in relation to the services actually performed.
 2. CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, applicable state and local laws, as well as written SSAISD policies and regulations, with the condition that more restrictive SSAISD policies and regulations (Legal and Local) have priority application under the terms of this agreement. CIS-SA services shall not conflict with SSAISD policies. In order to promote awareness and presence of CIS-SA services on campus, SSAISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or “casual” Friday.

3. The CIS-SA site staff, the school Principal, and the school's site-based decision-making committee shall proceed in a joint collaboration of services between the SSAISD program and CIS-SA Project. Communication between these entities will be ongoing to address case management and other programmatic issues.

B. CIS-SA agrees to undertake the following:

1. CIS-SA, under its Standards and this Agreement, shall provide to identified students a program of services which includes: a. Counseling and/or Supportive Guidance; b. Parental and Family Communication and Resource Coordination; c. Health and Social Service Referrals; CIS-SA staff cannot fulfill duties that are normally assigned to school personnel (administrative, clerical or otherwise). During state mandated testing CIS-SA services will be available to support the school with any student and family issues that may arise
2. CIS-SA Project may provide to the school additional staff and resources for the benefit of students. The staff and resources, as approved by both SSAISD and CIS-SA, will offer a multi-disciplinary approach to serve a manageable number of students.
3. CIS-SA Project Access services will be included, on a per-semester basis, in the campus Service Delivery Plans to the school Principal for review, discussion and approval.
4. CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, and other applicable state and federal law.
5. CIS-SA agrees to provide management, administrative, logistical and technical support to each Project to ensure the success of the Project's service delivery initiatives. The CIS-SA Project Access staff, under the supervision of the CIS-SA Field Manager and in cooperation with the CIS-SA Management Team (under the direction of the CIS-SA President/CEO and Board of Directors), is responsible for oversight of CIS-SA Project activities.
6. CIS-SA staff shall follow procedures for disciplinary action and grievance outlined in the CIS-SA personnel policies and consistent with state law and SSAISD Board policy and administrative regulations. CIS-SA personnel remain employees of CIS-SA while assigned to each Project and are under the direct supervision of the assigned CIS-SA Field Manager. Agency repositioned staff assigned to the Projects remain the employees of the assigning agency. The actions of all CIS-SA employees and repositioned staff are carried out under the auspices of CIS-SA supervisors and Campus Principal in accordance with the mutually agreed Service Delivery Plan.

Any agency repositioned staff will be approved by SSAISD and CIS-SA before the assignment to a designated Project. CISSA will not be entitled to file grievances under SSAISD's Board policies

7. CIS-SA shall notify the school Principal, Counselor, and appropriate legal authorities, as per state and local policies and procedures, cases presented to CIS-SA staff that involve the following issues: a) Suicide threats; b) Violent behavior; c) Child abuse or neglect; d) Sexual abuse or harassment; e) Legal custody; f) Drugs or weapons. CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal, and/or Counselor, as appropriate.
 8. CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. CIS-SA will ensure written consent has been obtained from the student's parent, guardian or managing conservator as required by Section 38.010 of the Texas Education Code, before **on-going** services are rendered.
 9. CIS-SA agrees to conduct criminal history background investigations for all agency staff. Pursuant to Senate Bill 9, CIS-SA will obtain fingerprint-based background searches on all agency staff. All volunteers (excluding one-time event volunteers) will also undergo a criminal history check prior to being assigned to a CIS-SA campus. CIS-SA has established an account with the DPS FACT Clearinghouse for such services. Results of these background checks are available to SSAISD upon request. CISSA staff will be subject to any other internal security procedures used by SSAISD.
- C. SSAISD agrees to undertake the following:
1. SSAISD will provide \$64,145.83 in service delivery fees to CIS-SA, with payments of \$6,414.58 to be made on a monthly basis, over 10 months, from October 1, 2019 to July 1, 2020, for the term of this Agreement to Communities In Schools of San Antonio, 1616 E. Commerce St., Bldg. 1, San Antonio, Texas 78205. Invoices are due and payable within 30 days. In the event of early termination of this contract, the last monthly payment shall be prorated in relation to services actually rendered. The SSAISD authorized point of contact for all billing and invoicing needs is:

NAME: Clarita Trevino

TITLE: General Accountant

ADDRESS: ctrevino@southsanisd.net

EMAIL: 5622 Ray Ellison, 78242

2. SSAISD will provide office space with telephone service, access to copy and fax machines, a designated computer, access to available intranet and/or internet capabilities, necessary office furniture, and equipment sufficient to facilitate the efficient delivery of services to students within the CIS-SA Project. In addition, SSAISD will provide a secure office space conducive to accommodate confidential services.
3. Each Principal shall provide the CIS-SA staff with the names and responsibilities of the Campus Crisis Management Team and update that information continually.
4. In accordance with state law and SSAISD policy, SSAISD will investigate and, if required, report to the appropriate authorities any cases presented to SSAISD by CIS-SA under paragraph B(7) above. SSAISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of SSAISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either SSAISD or CIS-SA.
5. SSAISD will notify CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.
6. The Campus counselor and/or designee will conduct Coordination of Services meetings to include the CIS-SA Site Coordinators and campus-based entities that provide counseling and social services.
7. Pursuant to the TEC, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program and the TEA. Such information and data may include records on a student's academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student's parent or legal guardian. CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application.
8. Using a pretest/posttest measure, as well as other data that CIS-SA typically collects, CIS-SA will be able to evaluate the CIS-SA Project on this SSAISD campus. The evaluation tool will include but is not limited to student self-reports on Social and Emotional Development and Developmental Assets. The evaluation tool will be administered by the student's CIS-SA Site Coordinator at the

beginning of the semester, prior to case management services, and then after the school year is completed. Parents or guardians will be asked to review and sign a consent form that gives permission for participation in the CIS-SA Program and for their child to complete the evaluation tool.

9. SSAISD administrators, counselors, and faculty will provide timely and relevant responses to program-impact surveys requested by CIS-SA staff at the close of the school year.
10. The school Principal and/or designee shall inform the CIS-SA staff in writing of any and all developments, policy changes or other issues arising within SSAISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA staff will be trained on all Campus Emergency Response Plans.
11. SSAISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.
12. The CIS-SA Projects will be included in the Campus Improvement Plan.

Nothing herein shall prohibit SSAISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Service Delivery Agreement constitutes the full and total understanding and agreement of the parties, and any modification, amendment or alteration hereof must be agreed in writing by all parties hereto.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the SSAISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue of state court sitting in Bexar County, Texas.

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

COMMUNITIES IN SCHOOLS OF SAN ANTONIO

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By _____
President/CEO

By _____
Superintendent

Date of Approval: _____

Date of Approval: _____