

**SERVICE DELIVERY AGREEMENT
BY AND BETWEEN
DEVINE INDEPENDENT SCHOOL DISTRICT
as Service Recipient
AND
COMMUNITIES IN SCHOOLS OF SAN ANTONIO
as Service Provider**

This Service Delivery Agreement (as may be amended and supplemented from time to time, the “Agreement”), dated as of May 20, 2024, for the period indicated herein during school year 2024-2025, by and between the **Devine Independent School District** (“DDISD” or “Service Recipient”), and **Communities In Schools of San Antonio** (“CIS-SA” or “Service Provider”), a nonprofit corporation located at 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217, sets out to establish the relationships and responsibilities of both parties in the implementation of Scope of Work, substantially in the form attached hereto as Exhibit A, including Service Delivery Plans thereunder, and certain supplemental projects as may be provided within the Scope of Services with respect to all DISD school campuses (each school campus being an “CIS-SA Project” and all DISD school campuses being the “CIS-SA Projects”). Todd Grandjean, Superintendent of Schools, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the DISD Board of Trustees by his execution of this Agreement. DISD and CIS-SA shall each be referred to as a “Party” and together, the “Parties.”

WHEREAS it is the intent of the Parties hereto to bring the services and resources contemplated hereunder to the identified school settings in an effort to facilitate the academic and personal success of students experiencing the effects of at-risk environments; and

WHEREAS it is the intent of the 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 Agreement agree to the following:

A. The Parties mutually agree as follows:

1. **Term; Termination.** The term of this Agreement shall be from August 1, 2024 through July 31, 2025 (the “Term”). This Agreement may be terminated by either Party upon providing written notice to the other Party thirty days in advance of termination. If either Party terminates the Agreement, CIS-SA’s performance obligations shall immediately cease and CIS-SA shall be entitled to receive compensation for services performed and related costs incurred up 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 performed and related costs incurred by CIS-SA under this Agreement.

2. Relationship of the Parties.

- (a) CIS-SA will approve and assign CIS-SA employees and agency repositioned staff to designated CIS-SA Projects. While assigned to each CIS-SA Project, (i) CIS-SA personnel remain the employees of CIS-SA, (ii) agency repositioned staff remain the employees of the assigning agency, (iii) both CIS-SA employees and agency repositioned staff remain under the direct supervision of the assigned CIS-SA supervisor and (iv) the actions of all CIS-SA employees and repositioned staff are carried out under the auspices of CIS-SA supervisors and the Campus Principal in accordance with the mutually agreed Scope of Work for the school year. CIS-SA staff shall follow procedures for disciplinary action and grievance outlined in the CIS-SA personnel policies and consistent with state law and DISD district policy.
- (b) It is understood and agreed that CIS-SA is an independent contractor, that all personnel retained by CIS-SA or assigned by CIS-SA to designated CIS-SA Projects shall not for any purpose be deemed employees or agents of DISD and that nothing in this Agreement is intended and nothing shall be construed to create an agency, employer/employee, partnership, joint venture or other similar relationship between CIS-SA and DISD. CIS-SA assumes full responsibility for the actions of CIS-SA personnel while performing any services incident to this Agreement, and CIS-SA shall remain solely responsible for their supervision, daily direction and control, payment of salary, including withholding of income taxes and social security, worker's compensation, disability benefits and like requirements and obligations. In no event shall DISD be liable for any action of officials, agents, administrators or employees of CIS-SA. CIS-SA will not be required to provide any Services the provision of which would violate any applicable laws, including the Federal Educational Rights and Privacy Act ("FERPA") and other laws relating to student records and the privacy of personal information of students, or applicable agreements.

3. Governing Authority; Compliance with Laws.

- (a) CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, as well as applicable written DISD policies and regulations that have been provided to CIS-SA, with the condition that more restrictive DISD policies and regulations (legal and local) have priority application under the terms of this Agreement.
- (b) Both Parties shall follow all applicable federal, state, and local laws and regulations, including laws relating to student records and the privacy of personal information of students, including but not limited to FERPA.

4. **Scope of Work and Service Delivery Plan.** CIS-SA and each DISD school campus may enter into a Scope of Work, substantially in the form attached hereto as Exhibit A, including Service Delivery Plans thereunder. Pursuant to each Scope of Work, each semester CIS-SA and the applicable DISD campus will mutually agree on the scope and implementation of services and resources for the Fall, Spring and Summer semester, which will be documented in a Service Delivery Plan, substantially in the form attached to the Scope of Work in Exhibit A. CIS-SA will submit, on a per-semester basis, a Service Delivery Plan to the school Principal for review, discussion and approval. The Scope of Work and Service Delivery Plan will specify the CIS-SA Project activities that are aligned to the individual campus needs and that CIS-SA will undertake in the upcoming semester (the “Services”).
5. **Coordination of Services.** The CIS-SA site staff, the school Principal, and the school’s site-based decision-making committee shall proceed in a joint coordination of Services. Communication between these entities will be ongoing to address case management and other programmatic issues. In order to promote awareness and presence of CIS-SA Services on campus, DISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or “casual” Friday.

B. CIS-SA agrees to undertake the following:

1. **Scope of Services.** Under this Agreement, “Scope of Services” shall mean CIS-SA’s provision of a range of integrated student support services for identified students including:
 - (a) counseling and/or supportive guidance;
 - (b) education and academic enhancement activities;
 - (c) parental and family involvement activities;
 - (d) health and social service referrals;
 - (e) pre-employment skills training and career awareness activities; and
 - (f) educational and cultural enrichment opportunities.

During state mandated testing, CIS-SA will be available to support the school with student and family issues that may arise. The term “Scope of Services” shall expressly exclude additional duties that are normally assigned to school personnel (administrative, clerical, test prompter/administrator, specific campus assignments or otherwise) and/or are otherwise outside the scope of this Agreement.

2. **Additional Services.** From time to time, DISD may desire additional services from CIS-SA not specifically addressed herein. Any such additional services shall be requested by DISD in writing. If CIS-SA, in its sole discretion, agrees to provide such additional services, such additional personnel and resources for the benefit of students will, upon the mutual agreement in writing by the Parties at the

time, be considered part of this Agreement (including the Scope of Work, Service Delivery Plan or other supplemental project documentation, as applicable) and will thereafter be deemed to be “Services” for the purposes of this Agreement.

3. **Student Case Files.** CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to CIS-SA Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, FERPA, and other applicable state and federal law.
4. **CIS-SA Project Oversight.** CIS-SA agrees to provide management, administrative, logistical and technical support to each CIS-SA Project to ensure the success of the CIS-SA Project’s service delivery initiatives. The CIS-SA Site Coordinator, under the supervision of the CIS-SA supervisor 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.
5. **Reporting Obligations.** CIS-SA shall notify the school Principal, Counselor, and appropriate legal authorities, as per applicable federal, state and local laws, 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; or (f) drugs or weapons. The Principal, Counselor and/or other school staff will assume responsibility for handling cases involving the aforementioned issues, however, CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal and/or Counselor, as appropriate.
6. **Data Collection in Emergencies.** To the extent permitted by applicable laws, including in emergency situations, 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 to the extent required by Section 38.010 of the Texas Education Code before on-going services are rendered, or as otherwise required by applicable laws, including FERPA.
7. **Background Investigations.** CIS-SA agrees to comply with criminal history background investigations, including school district fingerprint checks, for all agency staff pursuant to Texas Education Code 22.0834 and 22.08341. 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 staff will be subject to any other internal security procedures used by DISD. In the event DISD’s criminal history check conducted on any CIS-SA employee results in such employee not being able to begin or continue their placement at DISD due to their criminal history, DISD shall immediately notify CIS-SA that a criminal history check was conducted and that such employee’s placement is to be terminated on the basis of such criminal history check.

C. DISD agrees to undertake the following:

1. **Fees.** DISD will provide \$90,640.00 in service delivery fees to CIS-SA, with payments of \$9,640.00 to be made on a monthly basis, over 10 months, from September 1, 2024, to June 1, 2025, for the Term of this Agreement to Communities In Schools of San Antonio, 1045 Cheever Blvd. Suite 201, San Antonio, Texas 78217 (the “Service Delivery Fee”). In the event of a staff vacancy at a campus of two weeks or greater, no Service Delivery Fee for that campus will be due for that month. Invoices are due and payable within 30 days of receiving an invoice. In the event of early termination of this Agreement, the last monthly payment shall be prorated in relation to services rendered and related costs incurred. The DISD authorized point of contact for all billing and invoicing needs is:
NAME: _____
TITLE: _____
ADDRESS: _____
EMAIL: _____
2. **Office Space.** DISD 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, DISD will provide a secure office space conducive to accommodate confidential services.
3. **Approval of Service Delivery Plans.** Approval of the Fall, Spring and Summer Service Delivery Plans will be made within two weeks of submittal to the school Principal. The CIS-SA Projects will be included in the Campus Improvement Plan.
4. **Campus Crisis Management Team.** Each school Principal shall provide the CIS-SA Site Coordinator with the names and responsibilities of the Campus Crisis Management Team and update that information continually.
5. **Reporting Obligations.**
 - (a) In accordance with state law and DISD policy, DISD will investigate and, if required, report to the appropriate authorities any cases presented to DISD by CIS-SA under Section B.5 of this Agreement. DISD 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 DISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either DISD or CIS-SA.
 - (b) DISD will notify the 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.

- (c) The school Principal and/or designee shall inform the CIS-SA Site Coordinator in writing of any and all developments, policy changes or other issues arising within DISD 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 Site Coordinators will be trained on all Campus Emergency Response Plans.
6. **Coordination of Services.** 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. **Student Information and Data.** 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 Texas Education Agency (“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.
8. **FERPA School Official Exemption.** To the extent CIS-SA or CIS-SA staff gather data or records that are considered “education records” under FERPA without written parent consent pursuant to the “school official” exception in FERPA’s implementing regulations at 34 CFR 99.31(a)(1)(i), each school or school district that participates in a CIS program shall appropriately notify parents pursuant to FERPA’s implementing regulations at 34 CFR 99.7. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application.
9. **CIS-SA Evaluation Tool.** The CIS-SA evaluation tool will be administered by the student’s CIS-SA Site Coordinator during the Term. 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. Using a pretest/posttest measure, in addition to other data that CIS-SA may collect during the Term, CIS-SA will evaluate each CIS-SA Project. The evaluation tool will include but is not limited to teacher, guardian, or student self-reports on social and emotional development and behavioral health.
10. **CIS-SA Service Delivery Data.** DISD 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.

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

This 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.

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

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 DISD 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

DEVINE INDEPENDENT SCHOOL DISTRICT

By _____
President/CEO

By _____
Superintendent

Date of Approval: _____

Date of Approval: _____

Exhibit A
Form of Scope of Work

[See Attached]

