



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: September 20, 2017

Purpose: Report Only Recognition Discussion/ Possible Action

From: Michael Balderrama, Executive Director of School and Community Partnerships

Item Title: Memorandum of Understanding between Young Women’s Christian Association (YWCA) and South San Antonio ISD regarding the After School Challenge Program.

Description:

The YWCA is the district’s subcontractor to operate the After School Challenge Program at Armstrong, Carrillo and Price Elementary schools. The hours of operation for the program are 3:00 pm – 6:00 pm and the program runs from September 7, 2017 thru May 17, 2018, for a total of 153 days.

Recommendation:

Approve the Memorandum of Understanding between Young Women’s Christian Association (YWCA) and South San Antonio ISD regarding the After School Challenge Program.

District Goal/Strategy:

Strategy 6 We will promote and ensure a safe and secure learning environment for all students.

Funding Budget Code and Amount:

CFO Approval

199-11-6299-45-107-811-000	\$25,000.00	
199-11-6299-45-110-811-000	\$25,000.00	
199-11-6299-45-112-811-000	\$25,000.00	

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

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9-11-17

Superintendent:

[Handwritten signature]

9-15-2017

AGREEMENT BETWEEN
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
&
YOUNG WOMEN'S CHRISTIAN ASSOCIATION

This agreement ("Agreement") is entered into by and between South San Antonio Independent School District ("SSAISD"), a public school district and political subdivision of the State of Texas, and Young Women's Christian Association of San Antonio, Texas ("YWCA"), with its corporate office currently located at 6756 Montgomery Drive, San Antonio, Texas, 78239.

WHEREAS, SSAISD has or is about to finalize its interlocal agreement ("Interlocal Agreement") with the City of San Antonio, Texas ("CITY"), in a collaboration to provide recreational and educational opportunities for children in the SSAISD community during after school hours (hereinafter, "After School Challenge Program" or Program"); and

WHEREAS, SSAISD and YWCA, with the CITY's approval, have enjoyed a working relationship over the years for the administration of the Program, whereby YWCA provides the necessary services to the qualified students of SSAISD in order for SSAISD to satisfy its requirements under the Interlocal Agreement with CITY; and

WHEREAS, SSAISD and YWCA desire to continue their relationship for the administration of the Program in SSAISD in accordance with agreed-upon terms and conditions as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SSAISD and YWCA agree as follows:

TERM

1. This Agreement shall have the same commencement and termination dates as the Interlocal Agreement between SSAISD and CITY – namely, October 1, 2017 – September 30, 2018, for 153 days of service during the Program term. Service will be provided to three SSAISD schools and service slots can be divided among the three schools at the discretion of SSAISD and the YWCA.

PROGRAM LOCATIONS, OPERATIONS AND SCOPE

2. SSAISD and YWCA shall manage and operate the Program for the qualified students enrolled in SSAISD's schools listed in Exhibit "A" of the Agreement and in accordance with the Line Item Budget, which is attached to the Interlocal Agreement between SSAISD and CITY.
3. SSAISD shall provide the site facilities for each of the Program locations in SSAISD, which shall include adequate space for Program participants and activities and storage of Program equipment. YWCA understands and accepts that SSAISD facilities may vary, depending on availability at each site and may, but not necessarily, include the cafeteria, portable building, gymnasium, classrooms, computer labs, the library or any other suitable location as determined by SSAISD.

4. Participation in the Program shall be open to any SSAISD student attending the campus where the Program is offered, as listed in Exhibit "A," and whose parent, guardian or other person in lawful authority under a court order has granted written permission slip, which shall contain a provision for the release of student records, and has paid the applicable fee based on a fee structure adopted by the CITY's City Council and in effect at the time of collection.
5. YWCA, in collaboration with each SSAISD campus principal or designee, shall develop and articulate an acceptable plan of action ("Plan of Action") for operating the Program and meeting the Program's objectives in order for SSAISD to be in compliance with the Interlocal Agreement and its goals and objectives. At a minimum, the Plan of Action shall consist of the following components:
 - a. An hour of homework and tutorial assistance to the participating students, based on the school day's instructional lessons/objectives at each campus location;
 - b. A safe and conducive place for students to engage in educationally based activities, including but not limited to providing students with the opportunity to study, socialize, interact, and engage in recreational/physical fitness opportunities;
 - c. A nutritious snack administered under, and meeting, the Program and federal requirements.
6. SSAISD's Program Site Facilitator must submit a written Incident/Complaint form to YWCA staff within twenty-four (24) hours after an incident occurs that effects or could affect the safety or welfare of a student.
7. SSAISD and YWCA acknowledge their commitment to, and shall, continually evaluate and improve the Program offered to participating students. YWCA shall assist SSAISD in conducting surveys of parents, student participants and Program staff as a means of identifying possible improvements in the Program. YWCA agrees and shall see that all applicable requirements of federal law regarding "Protection of Student Rights," 20 U.S.C s 1232h, shall be strictly enforced. YWCA shall, prior to conducting any surveys of students, received SSAISD approval over the content.

PROGRAM STAFFING

8. SSAISD shall appoint a professional educator at each Program location (i.e., SSAISD campus) as the Program Site Facilitator, who shall be an employee of SSAISD for purposes of the Program.
9. The Program Site Facilitator shall be the liaison for the Program between YWCA and SSAISD and shall have oversight responsibility at the Program site to which he or she is assigned. YWCA shall fully cooperate with the Program Site Facilitator at each Program location in order for SSAISD to monitor, on a daily basis, student attendance in the Program and to ensure that the staff ratio to students shall always be maintained at a maximum ratio of 25:1.
10. SSAISD shall also be responsible for assessing the number of participating students in the Program with special needs and for employing staff qualified to assist such students. Staff members provided by SSAISD

to assist special needs students in the Program shall be in addition to the staff required to maintain the 25:1 student staff ratio required under this Agreement.

11. With the exceptions of the Program Site Facilitator and any SSAISD special needs staff person, who shall be paid by SSAISD, YWCA shall be responsible for securing all Program personnel and volunteers ("YWCA Staff") to provide the necessary services in the Program in compliance with this Agreement and the 25:1 student staff ratio required under the Interlocal Agreement. YWCA shall be solely responsible for employing and paying all YWCA Staff for the Program. YWCA Staff shall be subject to appropriate standards agreeable to SSAISD to ensure the safety and welfare of Program students, which shall include a criminal history background check and fingerprinting with results acceptable to both parties.
12. All YWCA Staff secured by YWCA to satisfy the 25:1 student-staff ratio shall remain with the student participants at all times during the Program and shall be free of non-Program related duties (e.g., custodial duties) during the hours of Program operation. Should the 25:1 ratio not be met for a reason not in control of YWCA, the Program Site Facilitator may serve in the ratio in order to comply with the required ratio of 25:1.
13. All Program personnel and volunteers, while providing services in the Program at an SSAISD facility, shall be under the direct supervision of the designated Program Site Facilitator or YWCA Assistant Facilitator, as the case may be.

EQUIPMENT

14. YWCA shall have no ownership interest in any equipment, materials, or other property ("Program Property") obtained with funds used to purchase such Program Property ("Program Property Funds"); and YWCA shall relinquish possession of such Program Property to SSAISD upon termination or completion of this Agreement. However, YWCA shall safeguard, maintain and prepare an inventory of all Program Property and provide written reports of such Program Property to SSAISD as may be required from time to time. YWCA shall promptly report such inventory to the appropriate SSAISD's Program Site Facilitator or designee of any stolen, missing, damage or destroyed Program Property.
15. Equipment, materials and other property purchased by YWCA and that are not obtained using Program Property Funds may be kept at the Program site, provided, however, that sufficient and appropriate unused space is available. In any event, SSAISD shall not be responsible for any lost, stolen, damaged or destroyed equipment, materials or other property belonging to YWCA.

FUNDING AND PAYMENT

16. This Agreement is a cost-reimbursement agreement for services rendered. SSAISD's liability hereunder is limited to making reimbursements for CITY-allowable costs incurred as a direct result of the services provided by YWCA. The following allowable costs should not be considered exclusive or all-inclusive but representative. Allowable costs may include site office supplies/equipment, payroll, light refreshments for staff meeting, cell phones for Program use only, 2-way radios, mileage, mail/postage fees, telephone/fax usage only, administrative fees, printing, insurance, educational enrichment activities and registration.

17. Allowable cost (as detailed in the Program Budget) shall be costs allowable under applicable law and funding conditions established in the Interlocal Agreement, and that are reasonable and necessary to the operation of the Program.
18. This Agreement consists of a total budget amount of **\$75,000.00**. Before cost reimbursement is made under this Agreement, YWCA shall submit to SSAISD a monthly invoice in a form prescribed by SSAISD. Upon a receipt of a duly conforming invoice for allowable costs for services provided by YWCA, reimbursement shall be processed by SSAISD and made within thirty (30) days following SSAISD's receipt of the invoice. YWCA agrees that any costs reimbursed hereunder shall not be claimed by YWCA under another contract or grant from any other party with the YWCA.
19. YWCA shall maintain appropriate documentation as required by SSAISD; and YWCA shall submit appropriate documentation with its invoice for reimbursement. SSAISD may suspend, limit, withhold and offset reimbursement payment(s) until such time as appropriate and acceptable documentation is provided that would be acceptable to the CITY under the Interlocal Agreement.
20. YWCA shall not obligate SSAISD to any third party or other beneficiary not a party to this Agreement.

RECORDS MANAGEMENT AND AUDIT

21. YWCA shall maintain and provide to SSAISD complete and accurate records regarding
 - The number of student participants in the Program;
 - The activities planned for and provided to the student participants;
 - The identification of and the number of hours worked by all YWCA Staff to the Program;
 - All Program-related costs and expenses incurred;
 - All Program Property procured for the Program; and
 - All other pertinent information regarding the Program that will benefit the parties in operating and evaluating the Program.

SSAISD shall have, upon request, reasonable access to such records as SSAISD determines is requires for audit and Agreement compliance purposes. Such records shall be maintained by YWCA for not less than five (5) years and, for any records that is the subject of a contest or investigation within such time, until the contest is resolved or the investigation is completed.

ASSIGNMENT AND SUBCONTRACTING

22. Any term or condition or clause contained in this Agreement to the contrary notwithstanding, none of the Program work or services to be provided hereunder shall be assigned or subcontracted to anyone not a party to this Agreement without the prior written approval of an authorized representative for each party and, in accordance with the Interlocal Agreement, the written approval of the CITY.

23. Any approved assignment and/or subcontract to a third party shall be subject to all of the terms and conditions of the Agreement.

RELATIONSHIP OF THE PARTIES

24. Neither this Agreement nor any provision contained herein shall be deemed or construed by either party hereto, or by any third party, as having created a relationship of principal and agent, partners, a joint venture or any other similar relationship between SSAISD and YWCA.

INDEMNITY AND RELEASE

25. YWCA shall fully indemnify and hold SSAISD harmless and, if required by SSAISD, defend SSAISD and/or its officers, employees and/or agents, for alleged and/or actual loss, damage, fine, expense, fee (including attorney's fee), claim and causes of action of any kind and/or costs, arising from or related to the negligence, omission, or intentional act of YWCA, its officers, employees, volunteers and/or its agents, in the performance of or under this Agreement. YWCA agrees that his provision shall survive the termination or expiration of this Agreement.

TERMINATION

26. **(For Cause:)** SSAISD may terminate this Agreement if YWCA breaches, defaults or otherwise fails to fulfill the terms and conditions of this Agreement ("omission"). Before SSAISD may terminate this Agreement for cause, however, SSAISD shall first provide YWCA with the opportunity to correct such omission by providing YWCA with not less than ten (10) calendar days to cure the omission. If, after been provided with the required notice of omission, YWCA fails to cure the omission, this Agreement shall terminate without further action by SSAISD; and YWCA shall be responsible to pay SSAISD for any damages or costs sustained by SSAISD that are non-reimbursable costs under SSAISD's Interlocal Agreement with CITY. This provision is not intended to, and shall not, limit or bar other remedies to which SSAISD may be entitled.
27. **(For Convenience:)** Either party may terminate this Agreement for convenience or if the funding to make payment to YWCA is not appropriated or otherwise received by SSAISD from CITY. To terminate the Agreement for convenience, the party terminating the Agreement shall provide the other party with not less than thirty (30) days advance written notice; but in no event shall the effective date of such termination be beyond a date after funding has depleted.
28. In the event of termination of this Agreement by SSAISD for cause or for convenience YWCA shall fully cooperate with SSAISD in closing out the Program at applicable sites and transferring documents and responsibilities to SSAISD and/or to other entities designated by SSAISD.

NSURANCE

29. YWCA shall maintain Commercial General Liability Insurance and in amounts acceptable to SSAISD and not less than the following amounts:

Bodily injury liability and property damage liability in the amount of \$1,000,000.00 per occurrence and the amount of \$2,000,000.00 in the general aggregate.

AMENDMENT AND NOTICES

30. No amendment, modification, and/or alteration of the terms and conditions of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date of this Agreement, and duly executed and agreed to by the parties.
31. Any notice required to be made to either party under this Agreement shall be given by actual notice evidenced by a signed receipt or by U.S. certified or registered mail, with return receipt requested, addressed to the signatory on this Agreement or his/her successor at the mailing address noted below. Such addresses and/or mailing addresses may be changed from time to time by written notice of such change, given in accordance with this same provision.

NO IMPLIED WAIVER

32. Either party's failure to insist in any one or more instances upon strict performance by the other party of any term or condition of his Agreement shall not be construed as a waiver of the obligation or any continuing or subsequent failure to perform or delay in the performance of any term of this Agreement.

LAW AND VENUE ATTORNEY'S FEES

33. This Agreement shall be construed and enforced in accordance with Texas law; and venue for any action to construe, enforce or adjudicate a dispute arising from this Agreement shall be in a court of competent jurisdiction in Bexar County, Texas. The prevailing party in any such action shall be entitled to reasonable and necessary attorney's fees and costs of court related to such action.

ENTIRE AGREEMENT

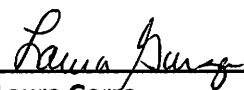
34. This Agreement constitutes the entire agreement between the parties hereto, with any other preceding or contemporaneous written or oral agreement between the parties regarding the After School Challenge Program expressly waived by each party and having no force and effect.

Executed in duplicate originals on the dates indicated below, following approval of each party's governing authority.

**SOUTH SAN ANTONIO
INDEPENDENT SCHOOL DISTRICT**

**YOUNG WOMEN'S CHRISTIAN
ASSOCIATION of San Antonio**

Abelardo Saavedra **Date**
~~Interim~~ Superintendent of Schools
5622 Ray Ellison Blvd
San Antonio, TX 78242



Laura Garza **9-1-2017**
Chief Financial Officer **Date**
6756 Montgomery Dr
San Antonio, TX 78239

Attachments: Exhibit "A"- School locations for the After School Challenge Program
Exhibit "B"- Interlocal Agreement between SSAISD and CITY

Exhibit A

School locations for After School Challenge Program

Armstrong Elementary School
Carrillo Elementary School
Price Elementary School

PROGRAM LINE ITEM BUDGET

Agency Name: YWCA San Antonio

Budget Version: Original

Program Title: SSISD Afterschool Challenge Program

Total Program Budget: \$75,000.00

COSA GL	Contractor's GL	GL DESCRIPTION					Total Cost to COSA	ESG Programs Only - Agency Match
** Position Type: All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO, CFO, Accountants and Secretarial staff), use position type "Admin".								
Personnel Services Schedule	Position/Title	**Position Type	Salary/ Wage Per Pay Period	Number of Pay Periods	Total Annual Salary	% Budgeted/ Allocated to COSA	Salary Budgeted/ Allocated to COSA	
5101010	501-22-300	ASCP Director	Program	1,416.67	19	26,916.73	18.00%	4,845.01
5101010	501-22-300	Program Assistant	Program	561.46	24	13,475.04	50.00%	6,737.52
5101010	501-22-300	Accountant	Admin	1,666.67	24	40,000.08	9.00%	3,600.01
5101010	501-22-300	12 Teachers	Program	2,450.00	18	44,100.00	100.00%	44,100.00
5101010	501-22-300	Coordinator	Program	120.00	18	2,160.00	100.00%	2,160.00
5101010						0.00		0.00
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PROGRAM LINE ITEM BUDGET

Agency Name: YWCA San Antonio

Budget Version:

Original

Program Title: SSISD Afterschool Challenge Program

Total Program Budget:

\$75,000.00

COSA GL	Contractor's GL	GL DESCRIPTION	Total Cost to COSA	ESG Programs Only - Agency Match
5101010			0.00	0.00
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PROGRAM LINE ITEM BUDGET

Agency Name: YWCA San Antonio
 Program Title: SSISD Afterschool Challenge Program

Budget Version: Original
 Total Program Budget: \$75,000.00

COSA GL	Contractor's GL	GL DESCRIPTION					Total Cost to COSA	ESG Programs Only - Agency Match
5101010						0.00	0.00	
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Total Salaries 5101010							\$61,442.54	\$0.00
Total Program Salaries							\$67,842.53	\$0.00
Total Admin Salaries							\$3,600.01	\$0.00

Fringe Benefits					Program Allocation Budgeted	Admin. Allocation Budgeted	Total Allocation to COSA
5103005	605-22-300	FICA (7.65% or less of Taxable Income Billed)			4,424.95	275.40	4,700.35
5105010	510-22-300	Retirement (% paid by Employer)	10.00%		484.50	360.00	844.50
5104030	515-22-300	Health Insurance			486.00	324.00	810.00
5103010		Life Insurance					0.00
5402520	525-22-300	Worker's Compensation			838.72	52.20	890.92
5402560	530-22-300	Unemployment Insurance			1,121.85	69.84	1,191.69
Fringe Subtotal					\$7,366.02	\$1,081.44	\$8,437.46
Total Personnel Services (Salaries & Fringe Benefits)							\$69,880.00
Total Personnel Services (Salaries & Fringe Benefits)							\$0.00

Contractual Services			
5205010		Mail and Parcel Post Service	
5206010		Rental of Facilities	
5205020	626-22-300	Rental of Office Equipment	360.00
5205030		Equipment Leasing	
5207010		Travel Official	0.00
		Approximate Dates of Travel & Location	Purpose/Event Name
			Travel Amount

PROGRAM LINE ITEM BUDGET

Agency Name: YWCA San Antonio
 Program Title: SSISD Afterschool Challenge Program

Budget Version: Original
 Total Program Budget: \$75,000.00

COSA GL	Contractor's GL	GL DESCRIPTION					Total Cost to COSA	ESG Programs Only - Agency Match
5201025		Education						
5203090	640-22-300	Transportation Fees - Must not exceed current IRS Standard Mileage Rate	Anticipated Mileage	2,000	Rate Per Mile	\$0.545	1,090.00	
5205050		Freight and Storage						
5204010		Linen and Laundry Service						
5204050	621-22-300	Maintenance and Repair - Buildings and Improvements					300.00	
5204080		Maintenance and Repair - Machinery and Equipment						
5208530	603-22-300	Alarm and Security Services					56.00	
5201040		Fees to Professional Contractors - (Enter Details Below)					744.00	
		Contractor Name	Purpose/Description of Services to be Provided			Contract Amount		
		Morphotrust USA/L1	Fingerprinting			44.00		
		Paychex	Payroll processing			700.00		
5203040		Advertising and Publication						
5203050		Membership Dues and Licenses						
5203060	618-22-300	Binding, Printing and Reproduction					200.00	
5203070		Subscriptions to Publications						
Total Contractual Services						\$2,750.00	\$0.00	
Commodities								
5302010	605-22-300	Office Supplies					300.00	
5303010	604-22-300	Janitorial Supplies					126.00	
5304005		Clothing and Linen Supplies						
5304025		Motor Fuel and Lubricants						
5304070		Recreation Supplies						
5301010		Maintenance and Repair Materials (Buildings and Improvements)						
5301030		Maintenance and Repair Materials (Machinery and Equipment)						
5304075		Computer Software						
5304080		Other Commodities					0.00	
		Purpose/Description of Other Commodities				Amount		
Total Commodities						\$426.00	\$0.00	
Fixed Charges								
5403010	615-22-300	Telecommunications					480.00	
5404530	622-22-300	Gas and Electricity					669.00	
5404540	623-22-300	Water					60.00	
5405030	630-22-300	Liability, Hazard, Fidelity Insurance					735.00	
5407020		Direct Assistance Payments To Program Participants - (Itemize by Type Below)					0.00	
		(Rental, Medical, Educational, Food for Program Participants, etc.)				Amount		
Total Fixed Charges						\$1,944.00	\$0.00	

PROGRAM LINE ITEM BUDGET

Agency Name: YWCA San Antonio
 Program Title: SSISD Afterschool Challenge Program

Budget Version: Original
 Total Program Budget: \$75,000.00

COSA GL	Contractor's GL	GL DESCRIPTION	Total Cost to COSA	ESG Programs Only - Agency Match
Capital Outlay				
5501000		Computer Equipment <\$5,000		
5501055		Machinery and Equipment - Other <\$5000		
5501065		Furniture and Fixtures <\$5,000		
Total Capital Outlay			\$0.00	\$0.00
Total Program Budget			\$75,000.00	\$0.00

* Administrative Cost % for COSA Program 6.24%

*Total Administrative Cost for this COSA funded program may not exceed 20% of the City's allocation to the Agency for this program.

COSA USE ONLY

Approved _____
 Program Monitor Signature Date

Approved _____
 Fiscal Monitor Signature Date

Approved _____
 Additional Fiscal Approver Signature Date