



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: November 17, 2022

Agenda Section: Consent

Agenda Item Title: Memorandum of Understanding (MOU) for Project STAY and South San Antonio ISD

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: N/A

Description: Project STAY provide services and resources into the identified campus setting to facilitate the academic and personal success of students in achieving their goal and the goals of the South San Antonio ISD to increase the number of students enrolled in college after graduation.

Historical Data: N/A

Recommendation: Approve Memorandum of Understanding (MOU) for Project STAY and South San Antonio ISD.

Purchasing Personnel and Approval Date:

Funding Budget Code and Amount: N/A

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the South San Antonio Independent School District (hereinafter referred to as “SSAISD”), and Project STAY, Inc. (hereinafter referred to as “Project STAY”), a nonprofit corporation located at 700 S. Zarzamora Street, #103, San Antonio, Texas 78207, sets out to establish the relationships and responsibilities of both parties in the implementation of Project STAY activities at:

South San Antonio High School  
7535 Barlite Blvd.  
San Antonio, TX 78224

Henry Yzaguirre, superintendent of schools for SSAISD, ratifies and affirms the provisions, relationships and responsibilities set out herein by his execution of this Memorandum of Understanding (MOU).

WHEREAS it is the intent of all parties hereto to bring the Project STAY approved services and resources into the identified campus settings to attempt to facilitate the academic and personal success of students in achieving their goal and the goals of the District to increase the number of students enrolled in college after graduation; 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 provided for herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Memorandum of Understanding agree to the following:

- A. All parties hereto mutually agree as follows:
1. The term of this MOU shall be from August 1, 2022 through July 31, 2027, contingent upon federal grant funding of the Project STAY activities. If at any time, federal grant funding becomes unavailable, this MOU shall terminate immediately. This Memorandum of Understanding may be terminated by either party at any time with 30 days written notice.
  2. Project STAY shall follow national, state and local 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. Project STAY services shall not conflict with SSAISD policies.

3. The Project STAY 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 Project STAY. Communication between these entities will be ongoing to address any and all programmatic issues.
  4. Project STAY, Inc. is a U.S. Department of Education TRIO Talent Search grantee and is contractually bound by Federal Rules and Regulations. These include the federal regulation that only students meeting all eligibility requirements may enroll with Project STAY's Talent Search program and receive services. Services provided to SSAISD and its students shall not conflict with any Federal Rules or Regulations governing the TRIO Talent Search programs under the terms of this agreement.
- B. Project STAY agrees to undertake the following:
1. Place an Advisor on the So. San high school one to two days a week, depending on the size of the senior class and available funding.
  2. Make staff available to eligible, college ready, students attending the District's non-traditional campuses at the Project STAY office by appointment.
  3. Recruit and select eligible students in grades 9 through 11 who express a desire and interest in pursuing a postsecondary education after graduation.
  4. Work with school counselors to identify eligible students who would benefit from the services provided by Project STAY.
  5. Notify high school seniors and appropriate staff of the deadline for enrolling in Project STAY's Talent Search program.
  6. Work in partnership with the school counselors to facilitate the college enrollment and financial aid process for those seniors enrolled with Project STAY's Talent Search program.
  7. Maintain a confidential file on each Talent Search participant with date-stamped copies of all forms and applications completed.
  8. Provide information and assistance to Talent Search participants with registering for the SAT and/or ACT college entrance.

9. Provide information and assistance to Talent Search participants with preparing for the SAT and/or ACT college entrance exams and interpreting their scores.
10. Assist each Talent Search participant with up to ten (10) college admission applications to colleges and universities, anywhere in the country.
11. If necessary, follow-up with colleges and universities on the Talent Search participant's behalf on issues of admission and/or financial aid.
12. Collect copies of Talent Search participants' college acceptance letters and share with the school counselors.
13. Assist Talent Search participants in completing scholarship applications.
14. Collect from each Talent Search participant the financial documents required to complete the Free Application for Federal Student Aid (FAFSA).
15. Prepare and electronically transmit a FAFSA for each Talent Search participant.
16. Review the Student Aid Report (SAR) with each Talent Search participant and explain the Expected Family Contribution (EFC).
17. If required, complete verification paperwork for student to submit to the college they will attend.
18. Collect copies of all financial aid offers received by Talent Search participants and help them and their parents evaluate each one.
19. Assist Talent Search participants with completing and submitting college loan and/or on-campus housing applications, or a CSS/Financial Aid PROFILE®, if required.
20. Provide information and assist Talent Search participants in registering for the college placement exams (i.e., TSI, THEA), as applicable.
21. Provide interim progress reports to the superintendent, other designated administrative staff, and principal and lead counselor, as requested.
22. Provide periodic mail-outs to students and their parents with information about Project STAY services.

23. Assign an Advisor to the annual district-wide College Day and any other appropriate activities as agreed to by the Project STAY and SSAISD staff.
  24. Make an evening financial aid presentations at the high schools open to all students and parents.
  25. Be available to Talent Search, or prospective, participants and their parents at the Project STAY office after school and during the summer, by appointment.
  26. Provide an end-of-year performance outcomes report, to the superintendent, other designated administrative staff, principal and lead counselor.
  27. Maintain confidentiality of all student records in accordance with federal, state and local laws, rules and regulations.
  28. Periodically review Talent Search participants' grades and refer them to academic tutoring provided on campus, as needed.
  29. Review Talent Search participants' graduation plans/transcripts and provide advice and counsel, as needed, on course selection.
  30. In conjunction with school counselors, provide guidance and assistance, in compliance with school district policies and procedures and applicable state laws, to students seeking alternative education programs that lead to a high school diploma.
  31. In conjunction with school counselors, provide guidance and assistance to dropouts, or students at risk of dropping out, to pursue their secondary education or to seek entry to a general educational development program (GED).
  32. Contact Talent Search participants in early fall to determine their college enrollment status and request a copy of their financial aid notice and class schedule as proof of matriculation, as required by federal regulations.
- C. SSAISD agrees to undertake the following:
1. Provide senior class GPA/rank lists in early fall, in order to identify those students most likely to attend four-year institutions and to assist them in meeting those institutions' earlier deadlines.
  2. Provide class schedules of seniors to be able to call for students to discuss their post-graduation plans and requirements for enrollment with Project STAY.

3. Provide opportunities to address senior classes (i.e. Government, Economics or English) at least three times a year to explain Project STAY services and enrollment requirements such as those found at 34 CFR §643.3, postsecondary opportunities and the availability of financial aid; college admission application deadlines; and the financial documents required to complete a FAFSA.
4. Arrange a campus system to call for seniors throughout the day.
5. Provide senior class mailing lists in early Fall so that all students and parents receive pertinent and timely information.
6. Provide opportunities to address high school students in grades 9 through 11 to discuss Project STAY Talent Search enrollment requirements and services.
7. Provide access to Talent Search participants, in grades 9 through 11 in order to conduct college awareness and skills development workshops throughout the year.
8. Provide adequate work space with proximity access to the school counselors, for Project STAY staff, that includes a work area with chairs for students to conduct private, individual or group discussions and, if requested, with their parents.
9. Provide convenient access to a telephone, computer, fax machine and copier with paper to reproduce student documents.
10. Provide copies of Talent Search participants' ACT and SAT score reports as they are received by the school counselors in accordance with parent permission obtained during the enrollment process, and in accordance with federal FERPA regulations.
11. Provide access to the career center or computer lab to work with Talent Search participants on a career interest inventory, college and major searches, and resume building, as needed.
12. Provide access to Project STAY Talent Search participants' records for the purpose of reviewing their grades and four-year plan in order to provide academic advice in partnership with their school counselor, with parent permission obtained during the enrollment process, and in accordance with federal FERPA regulations.

13. Use of campus facilities for evening programs, including financial aid presentations, and promoting these events to parents and students and in accordance with District administrative procedures.
14. Provide information on Talent Search participants who did not graduate and the reason for not graduating (did not pass state-mandated exams, lacked credits, transferred to another campus, dropped out, etc).
15. Provide to Project STAY copies of acceptance and scholarship award letters for each Talent Search participant received by the school counselors along with the end-of-the year graduation report.
16. Provide freshman, sophomore and junior class mailing lists upon request.

This Memorandum of Understanding 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 MOU 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.

To the extent permitted by Texas statute or constitution, but not otherwise and without waiver or expansion of any immunities, defenses or limits established by the Texas Tort Claims Act, each party to this MOU will indemnify and hold harmless the other parties and their trustees, officers, employees and agents, from and against any and all claims proximately caused under this MOU by negligence, breach, or other act or omission by the indemnifying party or its trustees, officers, employees, or agents. The foregoing notwithstanding, SSAISD will not indemnify for anything not permitted by Texas law.

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 Project STAY in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Memorandum of Understanding is and will be governed by the laws of the State of Texas.

IN WITNESS WHEREOF this Memorandum of Understanding is effective this \_\_\_ day of \_\_\_\_\_, 2022.

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Henry Yzaguirre, Superintendent of Schools  
South San Antonio Independent School District

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Oscar G. Hernandez  
Executive Director  
Project STAY, Inc.