



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: February 23, 2026

Agenda Section: Consent

Agenda Item Title: Boys & Girls Club Young Achievers Program

From/Presenters: Dr. Jennifer Gutierrez, Deputy Superintendent

Description: The Young Achievers Program begins in eighth grade, where selected high-achieving students participate in weekly, on-campus workshops throughout the school year. These workshops focus on academic enrichment, leadership development, college awareness, and personal growth to prepare students for success in high school and beyond.

As students transition into high school, the Young Achievers Program maintains ongoing engagement by providing continued enrichment opportunities, scholarship access, college and career readiness experiences, and individualized guidance. The program supports students through graduation and beyond, helping them navigate postsecondary pathways, including college admissions, financial aid, and scholarship opportunities.

Through sustained mentorship and structured support, the Young Achievers Program empowers students to achieve academic excellence and successfully pursue their college and career goals.

Historical Data: The partnership between South San Antonio Independent School District (SSAISD) and the Boys & Girls Club Young Achievers Program began in 2013 when former Councilman Rey Saldaña introduced the program at Shepard Middle School. Since its inception, the partnership has expanded to include Dwight Middle School and Zamora Middle School, increasing access and allowing the program to serve more students and families.

Through this partnership, selected students benefit from academic enrichment, leadership development, college and career awareness, and mentorship opportunities that support their academic success and personal growth. The program provides consistent engagement and guidance, helping students build the skills and confidence needed to successfully transition to high school and pursue postsecondary opportunities.

This Memorandum of Understanding (MOU) represents the first formal agreement between SSAISD and the Boys & Girls Club to establish and define the partnership. Prior to this MOU, the program operated through a verbal agreement with campus leadership. Formalizing this agreement ensures clarity of roles, responsibilities, and expectations, and reinforces the district's commitment to providing structured enrichment and support opportunities for students.

Recommendation: Approve the MOU for a partnership with the Boys & Girls Club Young Achievers Program

Purchasing Director and Approval Date: N/A

Funding Budget Code and Amount: N/A

Goal 4: SSAISD will collaborate with parents and the community to ensure all students receive a high quality education.



## MEMORANDUM OF UNDERSTANDING

BOYS & GIRLS CLUBS OF SAN ANTONIO and SOUTH SAN ANTONIO ISD

This memorandum of understanding (“MOU”) is made and entered into between South San Antonio ISD, a public school district located at *5622 Ray Ellison Blvd, San Antonio, Texas 78242* and the Boys & Girls Clubs of San Antonio (“BGCSA”) a non-profit youth serving agency centrally addressed at *123 Ralph Avenue, San Antonio, Texas 78204*, for purpose of providing in school programming. This partnership and MOU will take effect on March 1, 2026 between South San Antonio ISD and BGCSA. For the purposes of this MOU, South San Antonio ISD and BGCSA shall be collectively referred to as “Parties,” or individually as “Party.”

SCHOOL DISTRICT PARTNER: South San Antonio ISD

Representative: Dr. Saul Hinojosa

Position: Superintendent

Address: 5622 Ray Ellison Blvd, San Antonio, Texas 78242

Telephone: (210) 977-7000

Email: saul.hinojosa@southsanisd.net

COMMUNITY PARTNER: Boys & Girls Clubs of San Antonio (“BGCSA”)

Representative: Ryan Brown

Position: Chief Program Officer

Address: 123 Ralph Avenue, San Antonio, Texas 78204

Telephone: (210) 436-0686

**PURPOSE:** The purpose of this MOU is to outline the roles and responsibilities of each party as they relate to the planning, execution and implementation of In-School Programming at South San Antonio ISD.

*5622 Ray Ellison Blvd, San Antonio, Texas 78242*

**Termination of the MOU:** Either party hereto may terminate this MOU for reason of Convenience, Breach and/or Obligations of the Parties

*Convenience:* Either party hereto may terminate this MOU at any time and for any reason by providing the other party with ninety (90) days’ written notice of termination.

*Breach:* South San Antonio ISD and BGCSA covenant and agree that in the event either party fails to comply with, or breaches, any of the terms of provisions of this MOU, the non-breaching party shall provide written notice to the other as reasonably possible after the non-breaching party becomes aware of the failure to comply with, or breach of, any of the terms or provisions of this MOU. The breaching party shall have a reasonable time, not to exceed thirty (30) days, to cure or correct the breach. If the breaching party fails to cure or correct the breach within thirty (30) business days, the MOU shall terminate without any penalty to the non-breaching party. This provision is not intended to limit the rights of the parties to terminate this MOU at any time and for any reason upon ninety (90) days’ written notice.



Final - MOU -  
2/3/23  
12:15pm

*Duties and Obligations of the Parties:* If this MOU is terminated prior to June 2<sup>nd</sup>, 2026, BGCSA will continue serving students and provide services in accordance with this MOU up to the effective date of termination. Within thirty (30) days after the effective date of such termination, BGCSA will remove BGCSA supplies and equipment from the property.

#### DUTIES AND RESPONSIBILITIES OF BGCSA:

BGCSA agrees to:

- i. Operate the Boys & Girls Clubs of San Antonio In-School Program throughout the 2025-2026 school year, located at South San Antonio ISD Middle Schools, including Dwight Middle School, Zamora Middle School, and Shepard Middle School.
- ii. Provide programming during the school day on agreed upon dates and times. Programming will not disrupt or interfere with core instructional classes. Additionally, programming will not interfere with STAAR preparation, which occurs from late-March through April.
- iii. South San Antonio ISD students may participate in off-campus programming opportunities, such as college visits in May, when accompanied by a District chaperone.
- iv. Provide programming in a safe, fun, and positive environment that encourages supportive relationships and provides opportunities, expectations, and recognition:
  - a. Focus areas include Academic Success, Health & Wellbeing, and Life & Workforce Readiness.
- v. Obtains necessary parental consent forms and report cards for reporting purposes for students to participate in programming.
- vi. Provide all necessary curriculum, materials, staffing, and management to operate programs safely.
- vii. Leave facility/classroom in a neat and clean condition.
- viii. BGCSA waives all fees for students participating in In-School Programming. BGCSA will maintain an affordable annual membership fee of \$30 for students 13 years old-18 years old who wish to participate in other BGCSA programming outside of the school day.
- ix. BGCSA will maintain a child to staff ratio of 20:1.
- x. Repair, replace, or reimburse South San Antonio ISD for any equipment, furniture, or fixtures damaged by BGCSA during its operation of the after school and summer program, as mutually agreed upon by South San Antonio ISD and BGCSA on a case-by-case basis, except that BGCSA shall not be held responsible for reasonable normal wear and tear, casualty, or acts of Nature.
- xi. Utilize any building access badges provided by South San Antonio ISD for programming use only. BGCSA staff shall not distribute, alter, or destroy building access badges. If a badge is lost or stolen, BGCSA shall notify South San Antonio ISD immediately (no more than 48 hours) to allow for immediate deactivation of the badge and eventual replacement.
- xii. BGCSA agrees to participate in annual meetings with all stakeholders, including South San Antonio ISD where discussions may include staff performance, program effectiveness, student development, evaluation and/or issues if they arise.



## DUTIES AND RESPONSIBILITIES OF SOUTH SAN ANTONIO ISD:

South San Antonio ISD agrees to:

- I. Provide a safe and clean environment to accommodate In-School Programming. Additionally, South San Antonio ISD will provide access to the internet and necessary IT Support during agreed program hours.
- II. Provide access to the necessary interior program locations.
- III. Provide necessary building access, including building and classroom keys and/or badges on an as-needed basis.
- IV. Maintain all necessary safety equipment and building safety features required by state authorities.
- V. Provide utilities including, but not limited to, heating, lighting, power, toilet facilities and supplies, and cold and hot water.
- VI. Provide general cleaning and maintenance of the program spaces.
- VII. Provide, at BGCSA's request, copies of all current school floor plans and a copy of any documentation required by government agencies for the (program location) at which BGCSA is to provide services, including but not limited to, certificate of occupancy and fire for school use, health and safety inspections including lead, asbestos, underground storage tanks, and other environmental or site testing results.
- VIII. Provide demographic and attendance information regarding individual students who participate in School Programming, for the purpose of grant compliance, if requested by BGCSA, each semester. Information may include, but is not limited to: Student ID, report cards, gender, date of birth, and ethnicity and/or race, household income, household size, address. Make information regarding BGCSA's programs available to families within South San Antonio ISD and add BGCSA as a link to its website.
- IX. Include BGCSA employees in trainings and activities regarding campus safety protocols and procedures (i.e., lock down procedures), emergency preparedness and readiness, and faculty meetings. Additionally, South San Antonio ISD will include BGCSA in district-wide safety trainings and/or initiatives.
- X. Permit BGCSA attendance at all recruiting and/or hiring fairs, parent nights, community events, etc.

**LIABILITY:** Neither South San Antonio ISD or its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause or action of any person or group arising from (a) the use of District property and/or equipment by BGCSA and BGCSA's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) noncompliance with this MOU, or (c) any act, omission, or negligence of BGCSA, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

If to South San Antonio ISD:

Representative: Dr. Saul Hinojosa

Position: Superintendent

Address: 5622 Ray Ellison Blvd, San Antonio, Texas 78242

Telephone: (210) 977-7000

If to BGCSA:

Boys & Girls Clubs of San Antonio ("BGCSA")



Representative: Ryan Brown  
Position: Chief Program Officer  
Address: 123 Ralph Avenue, San Antonio, Texas 78204  
Telephone: (210) 436-0686

**CRIMINAL BACKGROUND CHECK:** Pursuant to Texas Education Code Section 22.0834, BGCSA shall obtain criminal history record information that relates to an employee, application for employment, agent, or subcontractor of BGCSA if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present.

Name- and/or fingerprint-based record searches may be used in any combination but shall, at minimum:

- A. Verify the person's identity and legal aliases by verifying a Social Security Number;
- B. Provide a national Sex Offender Registry search;
- C. Provide a comprehensive criminal search that includes a national search; and
- D. Provide a comprehensive local criminal search that includes a statewide or country-level criminal search, depending on the jurisdiction.

South San Antonio ISD will understand and respect BGCSA's inability to hire or engage with any individuals who have direct, repetitive interaction with youth if such individuals:

- A. Refuses to consent to a criminal background check;
- B. Makes a false statement in connection with such a criminal background check;
- C. Is registered or required to be registered on a state or national sex offender registry;
- D. Has been convicted of a felony consisting of, but not limited to:
  - i. Murder
  - ii. Child abuse
  - iii. Domestic violence
  - iv. Abduction or human trafficking
  - v. A crime involving rape or sexual assault
  - vi. Weapons
  - vii. Physical assault or battery
  - viii. Drug possession, drug use, or distribution of drugs in the last five years
  - xiv. Any misdemeanor or felony against children, including child pornography

BGCSA agrees to require and maintain an appropriate confidentiality agreement with each employee, contractor, or agent who will have access to Data pursuant to this MOU. Nothing in this MOU authorizes sharing Data provided under this MOU with any other entity for any purpose other than as expressly authorized in this MOU. BGCSA shall ensure that access to the Data is restricted to BGCSA's personnel who are authorized to have access to the Data for the purposes of conducting the Program.

BGCSA agrees to maintain all Data obtained pursuant to this MOU in a secure environment and in a secure manner. BGCSA acknowledges that all Data obtained pursuant to this MOU is confidential. BGCSA has adopted and agrees to follow physical and technical safeguards to secure the Data, including limitations on employees' and others' access to the Data, a requirement



to physically secure electronic or hard copy files containing Data and encryption of Data before it is transmitted electronically. BGCSA shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all Data, including electronically maintained or transmitted Data received from or on behalf of South San Antonio ISD.

**NO WAIVER:** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

**COUNTERPARTS:** This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute but one and the same instrument.

**ENTIRE AGREEMENT:** This MOU constitutes the entire agreement of the parties hereto and it may not be changed or altered except by written agreement signed by the parties to this MOU.

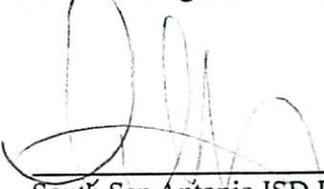
**IN WITNESS WHEREOF:** The execution and performance of this MOU by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this MOU constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

\_\_\_\_\_  
BGCSA Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
South San Antonio ISD Representative

Dr. Saul Hinojosa  
\_\_\_\_\_  
Printed Name

Superintendent  
\_\_\_\_\_  
Title

Feb. 5, 2020  
\_\_\_\_\_  
Date