

### SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

# Agenda Item Summary

Meeting Date: June 16, 2025

Agenda Section: Consent

Agenda Item Title: MOU between South San Antonio ISD and DYS Group LLC, subsidiary Diversified

Youth Services, DYS Families for the 2025-2026 school year

From: Dr. Gutierrez, Deputy Superintendent

Additional Presenters, if Applicable: Mrs. Rebecca Herrera, Program Administrator

Description: Toddlers in child care get to socialize, make friends, and develop skills like sharing and cooperation during the most formative years of their lives. Early socialization gives kids the opportunity to practice a wide variety of cognitive and social skills, from self-expression to conflict resolution, problem-solving, and teamwork.

Baby Paws will be designed to support the emotional needs and development of young children. Toddlers spend time with peers in a supervised, safe environment with supportive, caring, and responsive adults. This experience supports emotional health and development and can help prevent separation anxiety as kids start to develop independence from their parents.

Historical Data: The 2023-2024 school year was the first year SSAISD and DYS Group LLC, a subsidiary of Diversified Youth Services, DYS Families had a partnership for the benefit of the staff and community members.

Recommendation: Approve the service agreement with the DYS Group LLC, subsidiary Diversified Youth Services, DYS Families, and the South San Antonio Independent School District Early Childhood/ Head Start Program for the 2025 - 2026 school year.

Purchasing Director and Approval Date: N/A

Goal 3: SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.

Goal 4: SSAISD will collaborate with parents and the community to ensure all students receive a high quality educationPurchasing Director and Approval Date:

Funding Budget Code and Amount: No compensation or exchange of funds between parties as a result of the MOU.

## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT



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# Memorandum of Understanding (MOU) between the South San Antonio Independent School District and

# DYS Group LLC (Baby Paws)

Fall of 2025- Spring and Summer 2026 School Year

# **Program Description**

DYS Group LLC is excited to propose a collaborative partnership with South San Antonio ISD. This partnership is designed to provide families with non-school-age Daycare early education, after-school services, and after-school enrichment programs. If successful, this partnership will meet the students' educational needs and contribute significantly to the community's overall development, a testament to our shared commitment to education and community service.

#### Mission

At DYS Group LLC, our unwavering commitment is to offer staff, families, and non-school-age students a high-quality education. We are dedicated to providing after-school and enrichment programs throughout the school year, ensuring that every child receives the best educational experience. This commitment is at the heart of our proposal for a collaborative partnership with South San Antonio ISD, assuring you of our unwavering dedication to excellence.

#### Class Composition

- The maximum size for the class is 24 students (child ratio of approximately nine students to 1 teacher), depending on the age of the students.
- The classroom should hold a minimum of 26 students per space. If both parties agree, either party may request an increase to the maximum number, which is open for discussion.

#### Schedule

• DYS Group LLC will provide instructions during the calendar school year; the Child Care Program time frame will be 6:45 AM-4:45 PM for 1-3-year-old non-eligible school-age children.

During the day, activities will include outdoor time, instruction in a large group or small group, individual time if feasible, and rest time. The DYS Group LLC will determine a specific schedule with input from the director.

- DYS Group LLC will provide childcare for students' classes before and after school.
- The breakdown of the monthly cost per Baby Paw student is \$500.00 plus a nonrefundable \$50 registration fee; this breaks down to \$25 daily and \$2.50 hourly per student per month, 10 hours per day, five days per week. The after-school enrichment programs (self-defense, dance, and cheer) will be held once a week at an agreed-upon location and time; the cost is \$20 per week with a \$30 registration fee.

The Daycare class will use the district-approved Frog Street curriculum to meet young children's developmental needs and align with South San Antonio ISD's educational standards.

• SSAISD will provide a curriculum that will stay in the classroom for the school year.

#### Coordination of Student Support and Supplementary Services

- Families of students in the classroom will be responsible for transportation to and from Baby Paws Daycare.
- DYS Group LLC (Baby Paws Daycare) will report any child abuse allegations within 24 hours.
- DYS Group LLC has a legal obligation to maintain the confidentiality and privacy of student records per applicable laws and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DYS Group LLC and its authorized representatives may only receive student information upon obtaining written authorization from the student's parents in compliance with the requirements and exceptions outlined in FERPA. DYS Group LLC shall provide South San Antonio ISD with a copy of the parents' written authorization upon request. DYS Group LLC and its authorized representatives acknowledge that they must comply with said laws and regulations and safeguard student information. DYS Group LLC and its authorized representatives may not re-disclose the information to a third party without written consent from South San Antonio ISD, the parent, or the eligible student. DYS Group LLC and its authorized representatives must destroy any student information received from South San Antonio ISD when no longer needed for the purposes listed in this Agreement. DYS Group LLC and its authorized representatives must maintain the confidentiality of the student records according to commercially reasonable administrative, physical, and technical standards that are no less rigorous than the standards by which DYS Group LLC protects its confidential information.

## Responsibilities of DYS Group LLC

- DYS Group LLC will provide staffing, technical knowledge, and managerial expertise in developing a
  Daycare Program. South San Antonio ISD will determine the locations of the programs upon mutual
  agreement with DYS Group LLC.
- DYS Group LLC will coordinate and act in Partnership with South San Antonio ISD to provide Child Care, summer camps, enrichment, and after-school Programs.
- DYS Group LLC will be responsible for staffing, background checks, training, Hiring, and the daily functioning of programs.
- DYS Group LLC will provide Staff for summer camps and after-school activities.
- DYS Group LLC will provide all materials for running the summer camps and after-school Programs, except for the storage needed and the space where the programs will be held.
- DYS Group LLC will conduct training sessions with Staff to ensure they comply with general regulations.
- DYS Group LLC will oversee all programming and curriculum issues.
- The operational after-school director will manage DYS Group LLC and adhere to all Professional and school guidelines.
- DYS Group LLC will periodically meet with the Principal or South San Antonio ISD administrators to review program performance. This review will include an assessment of the program's effectiveness, adherence to the agreed-upon curriculum, and alignment with the school's goals and standards. Any necessary adjustments or improvements will be discussed and implemented promptly.
- DYS Group LLC will provide appropriate supplies and materials for student participants.

- DYS Group will follow all facility and school district policies and maintain professional conduct and control in the Program. We are committed to providing a safe and respectful environment for all participants.
- DYS Group LLC will keep accurate records concerning students, attendance, and parents.
   Information will be confidentially maintained throughout the terms of the agreement.
   DYS Group LLC will keep company insurance up to date.
- DYS Group LLC will conduct annual background checks on all employees, subcontractors, and instructors and provide training for all employees, contractors, and instructors.
- DYS Group LLC will be responsible for collecting payments from parents and handling any financial matters unless subsidized by South San Antonio ISD. This process will be conducted transparently and fairly, ensuring that all financial transactions are correctly recorded and accounted for.
- DYS Group LLC reserves the right to control students' registration and admission process into the program. This process will be conducted fairly and transparently, ensuring equal opportunities for all eligible students.
- DYS Group LLC reserves the right to dismiss students who do not follow the behavioral guidelines outlined in the parent manual. In the event of dismissal, there will be a written notice and a review of the reasons for dismissal. This process is designed to ensure fairness and clarity for all parties involved.

#### DYS Group LLC general financial outline and parameters for suggested offering

### Proposal /Goals of Camp:

DYS Group (Students) summer camp proposes offering a summer camp. (Times and locations to be agreed upon by both parties) Monday through Thursday for three weeks. Please note that dates and times change depending on the district and family needs.

Please note: availability of space for summer camp and after-school Programs will have a direct bearing on activities and the number of students we can take.

The summer camp would accept students starting from pre-kindergarten through 5th grade. Head Start students will prioritize enrollment.

\*If there are any grants available, the DYS Group will use them to help subsidize payments for afterschool and summer camps

#### The number of Students needed to conduct the Summer Camp:

- A projected minimum of 30 students will be agreed upon as a baseline for conducting a summer camp.
- The payments will cover employee payroll, insurance, and materials needed for the program.
- The breakdown of the monthly cost for students for summer camp is \$500 plus a nonrefundable \$50 registration fee per month.
- Students would be required to bring their meals.
- DYS Group LLC can take any maximum number of students, provided space is available.

#### **DYS Enrichment Programs**

DYS conducts programs that include physical activities, sports, dance and cheer, karate, and educational activities. The activities are thoughtfully organized and ready to market to Targeted Populations. The classes are held once a week from 6:30 p.m. to 7:15 p.m. at an agreed-upon location. DYS requests that flyers be approved for distribution to the schools once each semester before classes start. DYS also

requests the usage of a gym or cafeteria for approximately 45 minutes to conduct after-school enrichment classes (please *view the attachment flyer for fall*)

Needs Assessments: from South San Antonio ISD:

- Adequate space to accommodate the number of kids enrolled in the camp.
- A gym where indoor activities can occur.
- An area where tutoring and enrichment programs can occur.

## The number of Students needed to conduct an after-school program:

- A projected minimum number of students will be agreed upon as a baseline for conducting an after-school program.
- The payments will cover employee payroll, insurance, and materials needed to conduct the Program.
- South San Antonio ISD would provide transportation to a designated location for the after-school program (Armstrong & Benavides, if applicable)
- Initially, the after-school program will be conducted at one site where all students will be. Come to the after-school program.

Registration would occur onsite, and DYS and South San Antonio would advertise the programs.

# Please remember that these are draft proposals. South San Antonio ISD will finalize the final details and arrangements.

#### CONFIDENTIALITY OF INDIVIDUAL CLIENT INFORMATION

The parties may exchange individual client information to the extent of the exchange of such client information.

Information is authorized by applicable state and federal laws, statutes, and regulations protecting the confidentiality of such information. The parties agree to safeguard the confidentiality of individual clients. information following applicable laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and applicable rules thereunder, 45 C.F.R., Parts 160 and 164; 25 Texas Administrative Code Chapter 414, Subchapter A; and 42 CFR Part 2.

| Dr. Saul Hinojosa<br>Superintendent of Schools SSAISD   |   |
|---|---|
| Organization - South San Antonio ISD  |   |
| Organization - DYS Group LLC, subsidiary Diversified Youth Services, DYS Familie (Baby Paws)  | S |
| IN WITNESS WHEREOF, the parties hereto have executed the <i>Memorandum of Understanding</i> . |   |

Agency owners' signature