



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: July 20, 2022

Agenda Section: Consent

Agenda Item Title: Memorandum of Understanding between San Antonio Education Partnership and SSAISD

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Charlie Gallardo, Director of Guidance & Counseling

Description: The San Antonio Education Partnership (SAEP) will help increase the academic and personal success of South San High School and West Campus High School students in achieving their educational and career goals. The goals of SSAISD are to increase the number of students that: 1) are college and career ready; 2) enroll in a higher education institution after high school graduation; and 3) attain a higher education credential. SAEP will provide an advisor to provide direct and/or virtual services on college access and success services and our students will be eligible to receive the SAEP Scholarship.

Historical Data: SSAISD approved this same agreement last year on July 29, 2021.

Recommendation: Approve the MOU between San Antonio Education Partnership and SSAISD

Funding Budget Code and Amount: 199 E 11 6223 00 001 011 007 (\$20,000)
199 E 11 6223 00 006 011 007 (\$5,000)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) by and between the South San Independent School District (hereinafter referred to as SSAISD) and San Antonio Education Partnership (hereinafter referred to as SAEP), a nonprofit organization, located at 131 El Paso Street, San Antonio, Texas 78204, sets out to establish the relationships and responsibilities of both parties in the implementation of services at the following two (2) SSAISD high schools under our Road to Success component:

South San High School
West Campus High School

SSAISD, through its Board of Trustees, ratifies and affirms the provisions, relationships and responsibilities set out herein by the execution of this Memorandum of Understanding (MOU).

WHEREAS it is the intention of the parties hereto, through the SAEP approved services and resources to the identified campus, to increase the academic and personal success of students in achieving their educational and career goals and the goals of the SSAISD to increase the number of students that: 1) are college and career ready; 2) enroll in a higher education institution after high school graduation; and 3) attain a higher education credential; and

WHEREAS, it is the intention of the parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of students served;

NOW, THEREFORE, in consideration of the mutual covenants provided for herein, the receipt and sufficiency of which are hereby acknowledged, the parties to this MOU agree to the following:

- A. The parties hereto mutually agree as follows:
 1. The term of this MOU shall be from **August 1, 2022 to July 31, 2023**. Either party may terminate this Memorandum of Understanding at any time with 30 days written notice.
 2. SAEP shall follow national, state and local policies and ethical standards for service delivery, 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) shall have priority application under the terms of this agreement. SAEP services shall not conflict with SSAISD policies.
 3. The SAEP staff, known as "College Access and Success Advisors," each school Principal, each school's guidance and counseling staff, and each school's site-based decision-making committee shall proceed in a joint collaboration of services between SSAISD and SAEP. Communication between these entities will be ongoing throughout the term of this MOU to address all programmatic goals, objectives, services and matters.
 4. SAEP is a non-profit organization that provides college access and success services to students and awards scholarships, contingent upon availability of funding, to attend partnering local colleges and universities for up to eight (8) consecutive semesters, or five (5) years, when, upon high school graduation, participating students meet the SAEP scholarship eligibility requirements of an 80 or above grade average,

demonstrate financial need, attend three (3) college success workshops/events, activation seminar, and graduate from an SSAISD high school. Virtual accommodations will be made to address extenuating circumstances.

B. San Antonio Education Partnership agrees to undertake the following:

1. Assign an SAEP Road to Success College Access and Success Advisor to the two(2) SSAISD high school campuses to provide direct and/or virtual services to students on the following college access and success services: (1) outreach to ensure that students are aware of and meet the SAEP Scholarship eligibility criteria; and (2) obtaining student commitment to attend higher education by having students submit the SAEP Scholarship form.
2. Provide direct and/or virtual services to students in at least one (1) key service area: (1) Goal Setting- by helping students set and keep short and long-term academic and career goals by building a college-going culture; (2) College and Career Exploration - by increasing awareness of career opportunities and assisting with planning of career paths; (3) College Entry and Enrollment - by increasing awareness of higher education opportunities and assisting with college entry and enrollment by nurturing students in order to make informed decisions; (4) College Affordability and Financial Aid-by increasing awareness by providing information on financial literacy and financial aid resources, and assisting with applying for financial aid and scholarships; and (5) Transition (summer melt)- by providing guidance and coaching to students as they transition from high school to college with confidence and success.
3. Award students meeting the SAEP Scholarship eligibility criteria a renewable scholarship, contingent upon availability of funding, for up to eight (8) consecutive semesters, or five (5) years, while attending full-time, during regular Fall/Spring Semesters at partnering local community colleges and/or universities.
4. Conduct college enrollment verification of SAEP scholarship recipients by the end of the Fall Semester following the students' high school graduation.
5. Offer direct and/or virtual SAEP key services to provide support for at least 80 percent of seniors in support of SSAISD's college readiness goals to increase college enrollment and success. Students in Grades 9 through 11 will be provided direct and/or virtual key services applicable to their grade level through afforded opportunities made possible by the high school guidance and counseling staff.
6. Maintain the security of all confidential student records to include signed SAEP Scholarship forms, transcripts, grades, attendance and financial aid records in electronic or paper format, in accordance with FERPA, state, and local laws, rules and regulations of the school district.
7. Increase knowledge of students in college preparation and career awareness through the implementation of key services and through events.
8. Participate and assist in SSAISD and/or school sponsored events such as student orientations, parent activities, and college access events in support of SSAISD's college readiness goals and as agreed to by SAEP and SSAISD staff.
9. Provide each high school with the names of students identified as potential candidates meeting the eligibility requirements for the SAEP Scholarship, pending final determination, for recognition in high school graduation programs.
10. Provide an annual report per high school on performance outcomes to the Superintendent, with copies to the Director of Guidance and Counseling, Principals, and Counselors, on the number of participants assisted, services provided, student college enrollment verification, and amount of scholarships awarded.

11. Collaborate and coordinate with other organizations and agencies providing services to students at the SSAISD high school.
 12. Comply with Senate Bill 9 by conducting annual background checks for the College Access and Success Advisors and make results available to SSAISD.
- C. South San Independent School District agrees to undertake the following:
1. Afford opportunities for awareness and outreach to students in Grades 9-12 at the high school referenced to permit SAEP services, scholarships and recruitment for events and activities, both in-person and virtual.
 2. Provide SAEP Road to Success College Access and Success Advisor with a district email address, as well as internet access when on-campus to include "whitelisted" websites (SAEP, Salesforce, cafécollege, College Board, FAFSA, and GoApplyTexas) to broaden student college access and the scope/capacity of communication with faculty and staff in support of students.
 3. Provide adequate workplace to the SAEP Road to Success College Access and Success Advisor when on-campus with close proximity and accessibility to school counselors that includes a desk, computer, access to telephone, and copier.
 4. Allow access to read-only electronic data for attendance, grades, and State-required test status in order to identify students' needs in one-on-one guidance on grades and attendance and to determine eligibility for the SAEP Scholarship.
 5. Provide electronic lists of students in grades 9-12 by the end of September for each campus and allow SAEP Road to Success College Access and Success Advisors access to student class schedules in order to facilitate college access and success through direct and/or virtual one-on-one services. Lists provided will be in the format identified by SAEP that matches the organization's database.
 6. Provide SAEP unofficial transcripts, for seniors who applied for the SAEP Scholarship, to include GPA for students at the end of the first semester of senior year.
 7. Provide SAEP Road to Success College Access and Success Advisors access to GoApplyTexas Counselor Suite for the purpose of effectively advising students.
 8. Provide SAEP Road to Success College Access and Success Advisors with final transcript to include GPA and graduation date for graduating seniors to certify eligibility for the SAEP Scholarship.
 9. Include names of *potential candidates* for the SAEP Scholarship in the high school graduation program and/or other award ceremonies.
 10. Promote SAEP services, activities, and events on SSAISD and high school campus calendars, newsletters, and websites.
 11. Assist with recruitment of school staff to serve as chaperones and assist with procuring student transportation for SAEP events as needed, contingent upon funding.
 12. Assist SAEP in providing college access and success services to students at two (2) high schools, for a total cost of \$25,000 for the 2021-2022 academic year, as noted below. Adjustments will be made to provide remote/virtual advising as required to meet student needs.

South San High School at \$20,000
West Campus High School at \$5,000

FERPA Compliance

The parties agree and understand that this MOU strictly complies with FERPA at all times. At a minimum, the following terms and conditions will apply to all FERPA data disclosed by SSAISD to SAEP pursuant to this MOU:

- Data will be collected and managed by SAEP staff and administrators.

- Data to be collected will include, but not necessarily be limited to, information on students who have signed the SAEP Scholarship form, during program implementation, to include identifying information and information on services provided to students to help target and track services and evaluate the program's success.
- SAEP shall ensure that FERPA data is accessed by SAEP only for the purposes of the SAEP staff conducting their project work, and/or for effectuating necessary services related to this MOU.
- SAEP shall ensure that SAEP staff obtain access to only those FERPA records for which an SAEP Scholarship form has been secured.
- SAEP shall promptly notify SSAISD of any security breach that results in unauthorized access to any FERPA data.
- SAEP shall securely destroy all FERPA data and all copies of FERPA data in any format in SAEP's possession once the FERPA data is no longer needed for the staffs' work and program evaluation, based on appropriate federal guidelines.

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.

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 South San Independent School District, or San Antonio Education Partnership in their respective rights and obligations contained in the valid terms, covenants, or condition hereof.

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language of this Agreement shall be interpreted as to its fair meaning and not strictly for, or against any party.

This Memorandum of Understanding shall be governed by the State of Texas.

IN WITNESS WHEREOF, this Memorandum of Understanding is effective the 1st day of August 2022, or on the last date of signature shown below, whichever is later:

SOUTH SAN INDEPENDENT SCHOOL DISTRICT

BY: _____

DATE SIGNED: _____

SAN ANTONIO EDUCATION PARTNERSHIP

BY: Ana R. Acevedo

TITLE: EXECUTIVE DIRECTOR

DATE SIGNED: 7/1/2022