



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: December 20, 2023

Agenda Section: Consent

Agenda Item Title: Approve Memorandum of Understanding Program Agreement Between South San Antonio ISD and SA Youth

From/Presenters: Millicent Marcha, Chief Academic Officer
Charlie Gallardo, Director of Guidance and Counseling

Description: SA Youth implements an Out-of-School program at SSAISD. SA Youth promotes the academic and educational enrichment of all students and prepares them for success in life and higher education. This memorandum of understanding will service our elementary schools at 5 elementary sites.

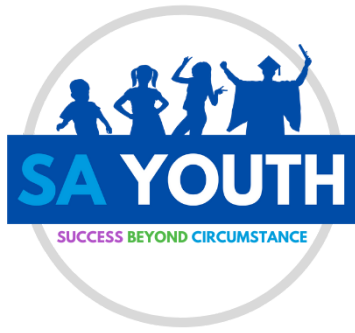
Historical Data: This is an annual partnership between SSAISD and SA Youth.

Recommendation: Approve Memorandum of Understanding Program Agreement Between South San Antonio ISD and SA Youth

Purchasing Director and Approval Date:

Funding Budget Code and Amount: 483 E 11 6299 45 XXX 4 11 0 00: \$87,534 (COSA Grant)

Goal: 4. SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.



SUPPLEMENTAL SERVICES AGREEMENT BETWEEN

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

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SA Youth

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 SA YOUTH, with its main office currently located at 1215 West Poplar Street, San Antonio, Texas, 78207.

WHEREAS, SSAISD has or is about to finalize its Interlocal agreement ("Interlocal Agreement") 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 SA YOUTH, with the CITY's approval, have enjoyed a working relationship over the years for the administration of the Program, whereby SA Youth 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 SA YOUTH 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 SA YOUTH 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, 2023 - September 30, 2024, for 171 days of service during the Program term. Service

will be provided to seven SSAISD schools and service slots can be divided among the seven schools at the discretion of SSAISD and the SA YOUTH. This is a Supplemental Services Agreement that works in conjunction with funding from the American Rescue Plan Act, awarded to SA YOUTH by the City of San Antonio. The grant serves all seven elementary schools in the South San Independent School District.

PROGRAM LOCATIONS, OPERATIONS AND SCOPE

2. SSAISD and SA YOUTH shall manage and operate the Program for qualified students enrolled in SSAISD's elementary schools 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. SA YOUTH 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, including a provision for the release of student records.
5. SA YOUTH 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 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. SA Youth's Program Site Coordinator must submit a written Incident/Complaint form to SA YOUTH HQ staff within twenty-four (24) hours after an incident occurs

that affects or could affect the safety or welfare of a student.

7. SSAISD and SA YOUTH acknowledge their commitment to, and shall, continually evaluate and improve the Program offered to participating students. SA YOUTH shall assist SSAISD in conducting surveys of parents, student participants, and Program staff as a means of identifying possible improvements in the Program. SA YOUTH agrees and shall see that all applicable requirements of federal law regarding "Protection of Student Rights, "20 U.S.Cs 1232h, shall be strictly enforced. SA YOUTH shall, prior to conducting any surveys of students, receive SSAISD approval over the content.

PROGRAM STAFFING

1. The Program Site Coordinator, hired by SA Youth, shall be the liaison for the Program between SA YOUTH and SSAISD and shall have oversight responsibility at the Program site to which he or she is assigned. SSAISD shall fully cooperate with the Program Site Coordinator at each Program location in order for SA YOUTH 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.
2. SA YOUTH shall be responsible for securing all Program personnel and volunteers ("SA YOUTH 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. SA YOUTH shall be solely responsible for employing and paying all SA YOUTH Staff for the Program. SA YOUTH 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.
3. All SA YOUTH Staff secured by SA YOUTH 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 SA YOUTH, the Program Site Coordinator may serve in the ratio in order to comply with the required ratio of 25:1.
4. 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 Coordinator or Youth Specialist, as the case may be.

EQUIPMENT

5. SA YOUTH 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 SA YOUTH shall relinquish possession of such Program Property to SSAISD upon termination or completion of this Agreement. However, SA YOUTH 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. SA YOUTH shall promptly report such inventory to the appropriate SSAISD's Program Site Coordinator or designee of any stolen, missing, damaged or destroyed Program Property.

Equipment, materials and other property purchased by SA YOUTH 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 SA YOUTH.

FUNDING AND PAYMENT

1. 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 SA YOUTH. 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.
2. Allowable costs (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.
3. This Agreement consists of a total budget amount of \$87,534. Before cost reimbursement is made under this Agreement, SA YOUTH shall submit to SSAISD an Invoice in a form prescribed by SSAISD. Upon a receipt of a duly conforming invoice for allowable costs for services provided by SA YOUTH, reimbursement shall be processed by SSAISD and made within thirty (30) days following SSAISD's receipt of the invoice. SA YOUTH agrees that any costs reimbursed hereunder shall not be claimed by SA YOUTH under another contract or grant from any other party with the SA YOUTH.

4. SA YOUTH shall maintain appropriate documentation as required by SSAISD; and SA YOUTH 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.
5. SA YOUTH shall not obligate SSAISD to any third party or other beneficiary not a party to this Agreement.

RECORDS MANAGEMENT AND AUDIT

6. SA YOUTH shall maintain and provide to SSAISD complete and accurate records regarding
 - a. The number of student participants in the Program; . The activities planned for and provided to the student participants;
 - b. The identification of and the number of hours worked by all SA YOUTH Staff to the Program;
 - c. 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.
7. SSAISD shall have, upon request, reasonable access to such records as SSAISD determines is required for audit and Agreement compliance purposes. Such records shall be maintained by SA YOUTH for not less than five (5) years and for any records that are the subject of a contest or investigation within such time, until the contest is resolved of the Investigation and is completed.

ASSIGNMENT AND SUBCONTRACTING

8. 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.
9. Any approved assignment and/or subcontract to the third party shall be subject to all of the terms and conditions of the Agreement.

RELATIONSHIP OF THE PARTIES

10. 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 SA YOUTH.

INDEMNITY AND RELEASE

11. SA YOUTH 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 SA YOUTH, its officers, employees, volunteers and/or its agents, in the performance of or under this Agreement. SA YOUTH agrees that his provision shall survive the termination or expiration of this Agreement.

TERMINATION

12. (For Cause) SSAISD may terminate this Agreement if SA YOUTH 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 SA YOUTH with the opportunity to correct such omission by providing SA YOUTH with not less than ten (10) calendar days to cure the omission. If, after having been provided with the required notice of omission, SA YOUTH fails to cure the omission, this Agreement shall terminate without further action by SSAISD; and SA YOUTH 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 the CITY. This provision is not intended to, and shall not limit or bar other remedies to which SSAISD may be entitled.
13. (For Convenience) Either party may terminate this Agreement for convenience or if the funding to make payment to SA YOUTH is not appropriated or otherwise received by SSAISD from the 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.
14. In the event of termination of this Agreement by SSAISD for cause or for convenience SA YOUTH 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.

INSURANCE

15. SA YOUTH shall maintain Commercial General Liability Insurance and in the 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

16. 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.

17. 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 a 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

18. 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 this 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

19. 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

20. 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.

**SA YOUTH
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

Henry Yzaguirre, SSAISD Superintendent

Date



Maria Benavidez, SA Youth Interim CEO

12/5/2023

Date