



## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

### Agenda Item Summary

Meeting Date: January 26, 2026

A handwritten signature in blue ink, appearing to read "J. Gutierrez".

Agenda Section: Consent

Agenda Item Title: MOU between The University of Texas Health Science Center for Youth Aware of Mental Health (YAM)

From/Presenters: Dr. Jennifer Gutierrez, Deputy Superintendent

Additional Presenters if Applicable: Rosemary Morales, Director of Guidance and Counseling

Description: This five-session program promotes increased knowledge and discussion about mental health in adolescents. The content is designed to enhance problem-solving skills and emotional intelligence through interactive lectures. YAM promotes youth empowerment and encourages adolescents to be more self-aware, while providing an opportunity to explore common dilemmas they may face in the future.

Historical Data: This will be the first year SSAISD will partner with The University of Texas Health Science Center for Youth Aware of Mental Health (YAM.)

Recommendation: Approve the MOU between SSAISD and The University of Texas Health Science Center Aware of Mental Health (YAM.)

Purchasing Director and Approval Date: January 26, 2026.

Funding Budget Code and Amount: None

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

**Memorandum of Understanding  
Between  
The University of Texas Health Science Center at San Antonio  
And  
South San Antonio ISD**

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This Memorandum of Understanding (MOU) is between The University of Texas Health Science Center at San Antonio ("UTHSA"), on behalf of its Department of Psychiatry and South San Antonio ISD, with an effective date of 01/27/2026.  
(School/Community Agency) (Effective Date)

## **Mission**

Youth Aware of Mental Health (YAM; [www.y-a-m.org](http://www.y-a-m.org)) is a 5-session program promoting increased knowledge and discussion about mental health in adolescents. The content is designed to enhance problem-solving skills and emotional intelligence through interactive lecture and role-play formats. YAM promotes youth empowerment and encourages adolescents to be more self-aware, while providing an opportunity to explore common dilemmas they currently face or may face in the future. Youth are actively engaged in learning from each other, while practicing listening skills, empathy, and perspective-taking.

UTHSA implemented the YAM Program aimed at learning about resilience, mental health awareness, and mental fitness in adolescent development. UTHSA engages with local schools and community agencies to participate in mental health education and promotion of such program.

## **Purpose and Scope**

Whereas, School/Community Agency desires to participate in the Youth Aware of Mental Health (YAM) Program for the benefit of its students, parents, and staff pursuant to the terms set forth in this MOU; and

Whereas, UTHSA wishes to provide the School/Community Agency with access to certain property, training and educational support as outlined herein for purposes of School's/Community Agency participation in the YAM Program;

Now therefore, in consideration of the covenants contained here, and other good and valuable consideration, UTHSA and School/Community Agency agree to the following:

## **I. UTHSA responsibilities are as follows: MOU**

- A. Discuss and provide to the School/Community Agency information about the YAM Program.
- B. Meet with the appropriate designated School/Community Agency personnel to plan implementation of the YAM Program.
- C. Train and educate all necessary and appropriate School/Community Agency staff about the YAM program prior to implementation.
- D. Provide to the School/Community Agency the YAM program materials including, (i) student booklets and (ii) promotional posters.
- E. Provide one YAM facilitator and one YAM assistant to implement the YAM program.
- F. Implementation will include five (5) 45-60 minute sessions (typically delivered over 3-5 weeks).

- G. Conduct one informational session for necessary School/Community Agency staff to provide details about the YAM program.

## **II. School/Community Agency responsibilities are as follows:**

- A. Meet with UTHSA staff to discuss the YAM Program and educate UTHSA on the needs of the School/Community Agency.
- B. Allow UTHSA to distribute UTHSA approved flyers to youth and parents for future/current research studies.
- C. Facilitate the process of youth and family education regarding the YAM Program and additionally as mutually agreed upon (e.g. UTHSA attending a parent meeting to provide information on the YAM Program and handout materials).
- D. Participate in any meetings/ or education sessions pertaining to the YAM Program as reasonably requested by UTHSA.
- E. Work with UTHSA staff to support and engage in efforts to sustain the YAM Program past the first year to support effectiveness of the project.
- F. The School/Community Agency agrees that any handouts, flyers, and/or other materials in connection with the YAM Program, this MOU, or any UTHSA program will be either reviewed and approved by or provided by UTHSA. The School/Community Agency understands there is no implied license, right or interest granted in copyright, patent, trade secret, Trademark, or other intellectual property right and agrees to not copy, alter, merge, sublicense, reverse engineer, duplicate, create derivative works, or distribute any materials provided by UTHSA under this MOU.
- G. Provide five (5) hours total of class time within 12 weeks (3-5 weeks preferred) in which to implement the YAM program.
- H. Educate UTHSA on the process of behavior protocols for students and youth.

## **III. Mutual Obligations:**

- A. *FERPA.* During the term of this MOU, School/Community Agency may elect to share with UTHSA certain student education records that UTHSA deems useful to the programs and research provided hereunder and that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that UTHSA provided any such "education records" under this MOU, UTHSA agrees to abide by the policies and procedures the School/Community Agency has in place to comply with FERPA. The School/Community Agency will be responsible to obtain any required consents in order to disclose the education records to UTHSA.
- B. *Confidentiality.* School/Community Agency agrees to hold in confidence any and all Information (defined as all software, material, data or business, and other information related to this MOU, including the terms of this MOU) disclosed by UTHSA to School/Community Agency and otherwise not known to the public) and further agrees not to disclose Information to third parties or use Information for any purpose other than the purposes contemplated by this MOU, without written permission from UTHSA.

## **IV. General Terms:**

- A. *Term and Termination.* This MOU shall commence on the Effective Date and shall continue for a period of one (1) year from Effective Date, after which it shall automatically renew for consecutive one-year renewal terms, unless terminated by either party as provided herein. This MOU may be terminated without cause by either party with thirty (30) days prior written notice. If either party breaches this MOU and fails to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) days following a written notice from the non-breaching Party specifying the breach, then the

non-breaching Party may terminate this MOU immediately by giving a second written notice of termination to the breaching Party.

- B. *Survival.* Sections III and IV shall survive the termination of this MOU.
- C. *Loss of Funding.* Performance by UTHSA of its duties and obligations under this MOU is dependent upon the appropriation and allotment of funds by the Texas State Legislature and/or allocation of funds by UTHSA's governing board. If the Legislature fails to appropriate or allot the necessary funds to UTHSA, or UTHSA's governing board fails to allocate the necessary funds, then UTHSA may terminate this MOU without further duty or obligation under this MOU.
- D. *Discrimination.* The YAM Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- E. *Assignment.* Neither party hereto may assign this MOU without the prior written approval of the non-assigning party.
- F. *Entire MOU; Amendment.* This MOU supersedes all prior MOUs, written or oral, between the parties and will constitute the entire understanding between the parties with respect to the subject matter hereof.
- G. *Captions.* The caption of sections and subsections in this MOU are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- H. *Notices.* Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the MOU will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below.

If to UTHSA:

The University of Texas Health Science Center at San Antonio  
7703 Floyd Curl Drive  
San Antonio, TX 78229  
Attention: Steven R. Pliszka, M.D.  
Department of Psychiatry and Behavioral Sciences  
Joe R and Theresa Long Lozano School of Medicine  
Tchatt@uthscsa.edu

If to School/Community Agency:

South San Antonio ISD

OTHER PARTY NAME

5622 Ray Ellison Blvd.

STREET ADDRESS

San Antonio, TX 78242

CITY/STATE/ZIP

Attention: Saul Hinojosa

TITLE/PERSON FOR NOTICE

- I. *Venue; Governing Law.* This MOU will be construed, interpreted, and applied in accordance with, governed by, and enforced under the laws of the State of Texas.
- J. *Breach of Contract Claims.* To the extent that Chapter 2260, *Texas Government Code*, is applicable to the MOU and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260,

will be used by the parties to attempt to resolve any claim for breach of contract made by School/Community Agency that cannot be resolved in the ordinary course of business. The chief business officer of UTHSA will examine School/Community Agency's claim and any counterclaim and negotiate with School/Community Agency in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the MOU by UTHSA nor any other conduct, action or inaction of any representative of UTHSA relating to the MOU constitutes or is intended to constitute a waiver of UTHSA's or the state's sovereign immunity to suit; and (ii) UTHSA has not waived its right to seek redress in the courts.

- K. *Public Information.* UTHSA strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act (“TPIA”)*, Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to UTHSA, School/Community Agency will make any information created or exchanged with UTHSA pursuant to the MOU (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UTHSA that is accessible by the public.
- L. *Press Releases.* School/Community Agency will not make any press releases, public statements, advertisement or other promotional materials using the name or logo of UTHSA or the name of any UTHSA employee, or referring to the MOU, without the prior written approval of UTHSA. Requests for prior written approval of any such releases, public statements, advertisements or other promotional materials must be directed to UTHSA's Vice President – Chief Marketing and Communications Officer.
- M. *Severability.* In case any provision of this MOU will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this MOU, and this MOU will be construed as if the invalid or unenforceable provision had not been included.
- N. *Waiver.* The failure of any party to exercise any of its rights under this MOU for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by any party, whether written or oral, expressed or implied, of any rights under or arising from the MOU shall be binding on any subsequent occasion; and no concession by any party shall be treated as an implied modification of the MOU unless specifically agreed in a writing signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereby execute this MOU effective upon the last signature below.

The University of Texas Health  
Science Center at San Antonio

School/Community Agency

Ginny Gomez-Leon, MBA, CPA  
Vice President and Chief Financial Officer

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Name/Title

210-977-7000  
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Phone

saul.hinojosa@southsanisd.net  
\_\_\_\_\_  
Email

Date \_\_\_\_\_

\_\_\_\_\_  
Date

