



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 21, 2019

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: David Abundis, Director of Federal and State Programs

Item Title: Approve the Memo of Understanding between South San Antonio ISD and Clarity Child Guidance Center

Description:

Clarity Child Guidance Center along with several other non-profit organizations will pilot a mental and behavioral health services program for students in the South San Antonio ISD to ensure students are receiving the wrap around services necessary for social emotional wellness and academic success.

Recommendation:

Approval of the MOU between SSAISD and Clarity Child Guidance Center.

District Goal/Strategy:

Objective 5.4: Establish systemic plans and procedures that ensure a safe

Funding Budget Code and Amount:

No cost to the district.

CFO Approval

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

David Abundis

Aug. 12. 2019

Memorandum of Agreement

Affiliation for Parent Training & Advocacy Services

Whereas, South San Antonio Independent School District (hereinafter referred to as "South San Antonio ISD") and Clarity Child Guidance Center (hereinafter referred to as "Clarity") desire to set out in writing the terms and respective responsibilities of the two agencies for the education of school district staff about behavioral health symptoms and for the provision of behavioral health care within South San Antonio ISD.

I.

Terms of the Agreement

This will commence as of the date signed by both parties. The Agreement shall be reviewed by both parties annually prior to August 31st and shall be continued unless either party desires to terminate the Agreement and thus gives the other party thirty (30) days written notice of intention to terminate.

II.

Expectations of Parties

South San Antonio ISD and Clarity agree as follows:

A. South San Antonio ISD Center Responsibilities

1. To provide dedicated space for Clarity to provide services
2. To provide a designated representative to serve as the liaison between Clarity and South San Antonio ISD to coordinate the implementation of the program.

B. Clarity Responsibilities

1. To provide diagnostic assessments and ongoing therapy services to children referred by South San Antonio ISD.
2. To provide educational classes on a variety of behavioral health topics to South San Antonio ISD staff.
3. To provide a designated representative to serve as the liaison between Clarity and South San Antonio ISD to coordinate the implementation of the program.

III.

Indemnification Agreement

In as far as the law allows, each party agrees to indemnify and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities that maybe asserted against the indemnified party by third parties in connection with the negligent performance of the indemnifying party, its directors, officers, employees, or agents under this Agreement. The parties do hereby expressly stipulate and agree, in consideration of services rendered under this agreement, to indemnify and

hold each party harmless against loss from any and all claims, demands and causes of action that may hereafter at any time be brought against parties arising in any way out of the performance and obligations under this agreement. The parties expressly agree that this indemnity and hold harmless provision shall remain in force and in effect and shall in no way be affected or impaired or invalidated whether or not any negligence, gross negligence, negligence per se, or any other statutory common law or contractual liability or fault is attributable in whole or in part to said parties.

IV. Dispute Resolution

The Parties shall seek to resolve informally any dispute that arises between them under this Agreement. The Parties shall provide each other with written notice of any dispute arising out of this Agreement. The Parties shall submit their dispute to mediation before a mutually agreeable mediator as a pre-condition to filing a lawsuit in Bexar County, whether in Justice of the Peace, County Court, or District Court. This provision, however, shall be inapplicable if the running of the statute of limitations prevents the Parties from engaging in mediation before the necessity of filing suit.

V. Miscellaneous Provisions

- 5.1 South San Antonio ISD and Clarity agree that there shall be no discrimination on the basis of race, color, creed, sex, national origin, sexual orientation or handicapping condition, in the assignment, acceptance, and activities of students in the program established by this Agreement.
- 5.2 South San Antonio ISD and its agents, employees and representatives agree to keep strictly confidential and hold in trust all confidential information of Clarity and/or its constituents and not disclose or reveal any confidential information to any third party without the express prior written consent of Clarity.
- 5.3 The dates and locations of all services shall be agreed upon by both South San Antonio ISD and Clarity.
- 5.4 The relationship of the Parties to this Agreement shall not be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.
- 5.5 This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein and supersedes all other agreements on the same subject, whether oral or written. Any changes or amendments to this Agreement may be made only in writing and signed by both Parties.
- 5.6 The validity, construction, scope and performance of this Agreement issued hereunder shall be governed in accordance with the laws of the State of Texas. This Agreement is performable in Bexar County, Texas. Any claim relating to or arising out of this Agreement shall be brought in Bexar County, Texas.
- 5.7 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
- 5.8 The headings in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.

- 5.9 If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall continue to be effective.
- 5.10 Failure of South San Antonio ISD to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions of this Agreement.
- 5.11 This Agreement shall not be assigned without the prior written consent of the other Party.
- 5.12 The Parties represent and acknowledge that they have had the opportunity to review this Agreement with counsel of their choosing and are entering this Agreement freely and voluntarily.

**VI.
Notices**

Any notice required under this Agreement shall be in writing and shall be effective when delivered to the party for whom it is intended. Notices to South San Antonio ISD Center shall be delivered to the following person:

Susan Arciniega
Mental and Health Support Specialist
South San Antonio ISD
5622 Ray Ellison Dr.
San Antonio, TX 78242
(210) 977-7000

Notices to Clarity shall be delivered to the following person:

Jessica Knudsen
Chief Executive Officer
Clarity Child Guidance Center
8535 Tom Slick
San Antonio, TX 78229
210-616-0300
jessica.knudsen@claritycgc.org

Executed on this ____ day of _____, 2019.

Alexandro M. Flores
Superintendent of Schools
South San Antonio ISD

Jessica Knudsen
Chief Executive Officer
Clarity Child Guidance Center San
Antonio, Texas