

# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

# Agenda Item Summary

Meeting Date: September 15, 2025

Agenda Section: Consent Agenda

Agenda Item Title: Approve the Memorandum of Understanding (MOU) with the Believe It Foundation

to Support Adaptive Bikes and Inclusion Programming

From/Presenters: Dr. Jennifer Gutierrez, Deputy Superintendent

Additional Presenters if Applicable: Jacob Collazo, Director of Special Education & Section 504

Description: The Memorandum of Understanding (MOU) between South San Antonio Independent School District (SSAISD) and the Believe It Foundation establishes a collaborative partnership to expand inclusive opportunities for students with disabilities. The Believe It Foundation will provide adaptive bicycles to SSAISD campuses and partner with district staff to integrate the bikes into adaptive physical education, bike rodeos, bike clubs, and other inclusion initiatives. SSAISD will maintain ownership, storage, and liability coverage for the adaptive bikes, while the Believe It Foundation will fund and gift the equipment as resources allow. Both organizations will co-host training days during the 2025–2026 school year to promote awareness and maximize use.

Historical Data: This is a renewal of an MOU that has been in place for several years.

Recommendation: Approve the Memorandum of Understanding between South San Antonio ISD and the Believe It Foundation.

Purchasing Director and Approval Date: Jacob Collazo, Director of Special Education & Section 504

, September 15, 2025.

Funding Budget Code and Amount: N/A

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

Dated as of 8/11/25

between

South San Antonio ISD

and

**Believe it Foundation** 

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "<u>MOU</u>") is made and entered into by and between v South San Antonio ISD **Located**; 1450 Gillette Blvd San Antonio Tx 78224(hereinafter referred to as "South San Antonio ISD"); and, Believe it Foundation located at 4242 Broadway, #706, San Antonio, Texas, 78209 (hereinafter referred to as "<u>Foundation</u>").

WHEREAS the intent of South San Antonio ISD and FOUNDATION is to identify and agree with the commitments and obligations made by each party in this MOU.

WHEREAS South San Antonio ISD and FOUNDATION agree to collaborate, cross-promote their programs in an effort to promote inclusivity throughout South San Antonio ISD and San Antonio.

NOW THEREFORE, for and in further consideration of the matters hereafter set forth, South San Antonio ISD and FOUNDATION thereby stipulate and agree as follows:

## I. Responsibilities of South San Antonio ISD and FOUNDATION

- I.1. South San Antonio ISD to maintain/start a Partners In PE program, PALS or other inclusion programs and can ask for assistance from FOUNDATION
- I.2. Upon establishment of inclusion programming, FOUNDATION will purchase and gift adaptive bikes (number to be determined based on number of students impacted) to South San Antonio ISD as funds are made available; Bikes will have an odometer for the purpose of gathering data on use. FOUNDATION will annually gather data to access relevant impact on a given campus and in collaboration make recommendations about use maximization.
- I.3. South San Antonio ISD will own the bikes and will store and maintain the bikes and accessories and will carry all the relevant liability insurance.
- I.4. South San Antonio ISD will use adaptive bikes on campus for adaptive P.E., bike rodeos, and for bike club meetings. A bike lending program can be implemented for use of bikes on weekends, holidays, and summer.
- I.5. South San Antonio ISD and FOUNDATION to host additional bike training days throughout the 25-26 school year to promote the bikes and train users. All coaches and relevant personnel will be trained and informed about the importance and benefit of use.

#### II. Terms of the MOU

- II.1. This MOU is entered by FOUNDATION and South San Antonio ISD in good faith for a mutually beneficial relationship to collaborate and promote inclusion throughout South San Antonio ISD and San Antonio
- II.2. This MOU is not intended to create or constitute a legally binding obligation between South San Antonio ISD and FOUNDATION, but it shall, in all respects, be governed by, and construed in accordance with the laws of the State of Texas, including all matters of construction, validity and performance, without giving effect to its conflict of law provisions

#### III. Termination of this MOU

III.1. This MOU shall be effective as of DATE and shall continue in full force and effect until August 2026unless terminated earlier by FOUNDATION or South San Antonio ISD with a 30 days written notice should the pilot program be deemed unsuccessful.

## IV. Notices and Communications

IV.1. All notices and communications stipulated in this MOU shall be sent by way of email and U.S. Mail.

South San Antonio ISD

1450 Gillette BLVD San Antonio Tx 78224 Email:

Jacob Collazo Mimi.mendoza@southsa nisd.net BELIEVE IT FOUNDATION:

4242 Broadway #706 San Antonio, Texas, 78209 Attn: Andrew McAllister e-mail: info@believeitfoundation.org

### V. Amendments

V.1. The provisions of this MOU may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever, except by a written instrument signed by FOUNDATION and South San Antonio ISD hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this MOU to be duly executed, delivered and effective as of the date first above written.

South San Antonio ISD	BELIEVE IT FOUNDATION
	<b>A</b> .
	Andrew McAllister
Jacob Collazo	