



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: July 19, 2017

Purpose: Report Only Recognition Discussion/ Possible Action

From: David Abundis, Director of Federal and State Programs

Item Title: Memorandum of Understanding between SA Youth and South San Antonio Independent School District to provide after school learning opportunities for our students.

Description:

SA Youth offers extended care to South San Antonio ISD campuses: Palo Alto ES, Kindred ES, Hutchins ES, Benavidez ES, Five Palms ES, and Madla ES. SA Youth strives to make a difference by promoting three goals for their extended day program: improve educational achievement, foster values and develops character and healthy lifestyles.

Recommendation:

To approve the Memorandum of Understanding between SA Youth and South San Antonio Independent School District to provide extended day program at six campuses for our students for the 2017-2018 school year.

District Goal:

Goal 2 We will develop a strong support system offering opportunities across the curriculum to create an innovative school experience, teaching students to value their education and motivate them to achieve excellence.

Funding Budget Code and Amount:

CFO Approval

Pending: \$11,500 per campus	
199-11-6299-07-104-811-000 \$11,500	
199-11-6299-07-105-811-000 \$11,500	
199-11-6299-07-106-811-000 \$11,500	
199-11-6299-07-108-811-000 \$11,500	
199-11-6299-07-109-811-000 \$11,500	
199-11-6299-07-113-811-000 \$11,500	

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

[Handwritten Signature]
A. Sampedro
[Handwritten Initials]

7/12/17

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AND
SA YOUTH**

The purpose of this Memorandum of Understanding (MOU) between SA YOUTH and SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT is to define the respective roles and responsibilities that the entities will have in implementing an out-of-school time program. This partnership and MOU will take effect on August 1, 2017 between SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT and SA YOUTH:

WHEREAS, the parties believe in promoting the academic and educational enrichment of all students and preparing them for success in life and higher education; and

WHEREAS, the parties agree to form a friendly relationship to promote and develop a successful youth development and educational program during the out-of-school time; and

WHEREAS, the parties agree to develop and promote SA Youth programs aligned with the school day; and

WHEREAS, the parties wish to arrange for the provision of such services on the terms hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, SOUTH SAN ISD and SA YOUTH's Out of School Time (OST) Program (the "Project"), hereby agree as follows.

1. **SA YOUTH's Commitment.** SA YOUTH agrees to provide goods, services or work experience to the SOUTH SAN ANTONIO ISD and/or its students under the terms and conditions specified herein, including any special terms and conditions attached as an Exhibit hereto, as well as any and all other facilities, supplies and miscellaneous equipment as may be reasonably necessary to the performance of the PROJECT.
2. **SA YOUTH's Staffing Commitment.** SA YOUTH agrees to assign an employee to manage the relationship between SOUTH SAN ANTONIO ISD and SA YOUTH who is knowledgeable and experienced in the PROJECT, and such additional staff as may be required to fully perform its obligations hereunder. SA YOUTH agrees to assign an appropriate number of properly qualified personnel, to work at appropriate times, to perform its PROJECT obligations hereunder.
3. **Hours & Participants.** The parties agree to confer to establish the hours during which SA YOUTH will perform its PROJECT obligations, if such are relevant to the PROJECT, and the identity, qualifications, hours and assignments of any participants.
4. **Access.** The parties mutually agree to grant reasonable access to appropriate and necessary areas of one another's facilities to the extent reasonably necessary in the performance of the PROJECT.
5. **Communication.** The parties agree to communicate as often as necessary in furtherance of

the PROJECT. Specifically, SA YOUTH agrees to promptly advise the SOUTH SAN ISD administration of any and all changes in its personnel, operations, or policies that may affect the PROJECT.

6. Policies. The parties agree to advise one another, and their respective staff(s) assigned to the PROJECT, of their responsibility for complying with one another's existing rules and regulations, and of the content of same.

7. Records. SA YOUTH agrees to keep and maintain records of any participants in the PROJECT, including but not limited to their attendance. SA YOUTH agrees to maintain and provide a secure system for all records and supporting documentation and safeguard confidential data. SA YOUTH shall give to SOUTH SAN ANTONIO ISD, the Auditor of the State of Texas, the Auditor of the Texas Education Agency, or any other duly authorized representatives, access to and the right to examine, copy or reproduce all reports, books, papers, documents, and any other record pertaining to this agreement.

8. Privacy Act Compliance. SA YOUTH agrees to comply with all applicable provisions of the Family Educational Rights and Privacy Act 20 (USC §1232g), and all other law and regulations applicable to the operation of the SCHOOL and the PROJECT. SA YOUTH agrees to have in place and abide by a policy prohibiting sexual harassment that complies with applicable federal and state standards. SA YOUTH further agrees to make no distinction among children covered by this Agreement, on the basis of race, color, sex, creed, age, disability or national origin. For the purpose of this Agreement, distinctions on the grounds of race, color, sex, creed, age, disability or national origin include but are not limited to the following: Denying a person any service or benefit or availability of a facility; providing any service or benefit to a person which is different, or is provided in a different manner or at a different time, from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement, or condition which individuals must meet in order to be provided any service or benefit.

9. SA YOUTH Insurance. SA YOUTH agrees to maintain in force for the term of this Agreement a policy of liability insurance for claims by students and employees (including volunteers) against both parties covering the activities of the PROJECT, with limits of one million dollars (\$1,000,000.00) for each individual occurrence, and of two million dollars (\$2,000,000.00) aggregate damage.

11. Payments. SA YOUTH shall be responsible for securing partial funding for the PROJECT. South San Antonio ISD shall provide SA Youth minimal fees collected and the COSA/Challenge Portion as proposed in the attached budget based on student numbers (EXHIBIT B).

12. Term & Termination. This agreement is contingent upon SOUTH SAN ANTONIO ISD approval. The term of the Agreement is from September 4, 2017 through June 1, 2018, for 39 programming weeks with SOUTH SAN ANTONIO ISD approval and funding secured. This Agreement will be extended for the school years 2018-19 and 2019-20 with the number of weeks for those school years determined after the SOUTH SAN ANTONIO ISD calendars are approved and with funding secured by both SA Youth and South San Antonio ISD. SOUTH SAN ANTONIO ISD may partially or fully withdraw from the Agreement if South San Antonio ISD receives partial funds or funding from the City of San Antonio for any school participating in the PROJECT. SOUTH SAN ANTONIO ISD may

withdraw from participation in the PROJECT in full and may terminate the Agreement if the South San Antonio ISD receives funding from the City of San Antonio for all schools participating in the PROJECT. If either the SOUTH SAN ISD or SA YOUTH desires to terminate this Agreement, it may do so without any liability therefore by written notice delivered to the other party. Termination shall be effective at the end of the school year during which notice is given. EITHER PARTY signed to this writing may terminate this Agreement after the lapse of sixty (60) days from the date that the terminating party issues written notice to all other parties of this writing.

13. Special Terms and Conditions. Any special terms and conditions attached as an Exhibit hereto are hereby fully incorporated by reference into this Agreement and, to the extent of any conflict between any such Exhibit and the main text of this Agreement, such special terms and conditions shall prevail.

14. Miscellaneous

- 14.1 Notices:** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective on mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated under their names as set forth herein, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days notice to the other Parties in the manner set forth above.
- 14.2 Law Governing:** This Agreement shall be governed by and construed in accordance with the substantive federal laws of the United States and the internal laws of the State of Texas. In the event of any controversy or claim arising out of or relating to this agreement, SA YOUTH consents to the jurisdiction of a Local, State or Federal court in Bexar County, San Antonio, Texas.
- 14.3 Successors and Assigns:** This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns.
- 14.4 Entire Agreement:** This Agreement, and any exhibits or addenda attached, contain the entire agreement among the Parties relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated.
- 14.5 Amendments:** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.
- 14.6 Force Majeure:** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.

By: _____
Brooke Garcia, Interim CEO

_____ Date

Attachments: Exhibit A

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND SA YOUTH

SPECIAL TERMS AND CONDITIONS

SOUTH SAN ANTONIO ISD agrees to:

- Permit us to recruit on designated campuses students who are not currently enrolled in another afterschool or summer program for the SA YOUTH OST program
- Provide the classroom space necessary for the PROJECT for the following schools: Palo Alto, Kindred, Hutchins, Madla, Five Palms and Benavidez Elementary Schools.
- Allow access to gym, outdoor play spaces, cafeteria for parent meetings, meals, etc.,
- Allow SA Youth to bring in storage files and containers to store necessary supplies.
- Offer input into the development of the Campus Needs Assessment
- Serve as a member of the Community Task Force and Center Advisory Councils, provided someone is interested and available
- Provide student data for SA YOUTH reporting to SA Youth funders as long as parent permission is obtained and privacy regulations are maintained
- Provide input into programs, services and needs
- If available, provide a liaison for communication with SA YOUTH staff
- Provide internet and technology capabilities
- Designate the following schools for this PROJECT: Palo Alto, Kindred, Hutchins, Benavidez, Five Palms and Madla Elementary Schools.

SA YOUTH agrees to:

- Provide the goods and services for the PROJECT
- Provide the staffing for the PROJECT
- Communicate regularly with SOUTH SAN ANTONIO ISD administration of any and all changes in its personnel, operations, or policies that may affect the PROJECT
- Maintain records and fulfill all reporting requirements
- Communicate regularly with SOUTH SAN ANTONIO ISD parents of enrolled students of any and all changes in personnel, operations, or policies that may affect the PROJECT