



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: February 15, 2023

Agenda Section: Consent

Agenda Item Title: Service agreement with Communities in Schools (CIS) of San Antonio.

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Charlie Gallardo, Director of Guidance and Counseling

Description: Communities in Schools (CIS) Metro Health of San Antonio will provide approved services and resources for populations of teen-parents. They will facilitate the academic and personal success of students experiencing the effects of at-risk environments by providing the full range of services to teen parents.

Historical Data: The Board has approved this service agreement in the past.

Recommendation: Approve the service agreement between Communities in Schools of San Antonio and South San Antonio ISD to provide support services for teens parents.

Purchasing Personnel and Approval Date:

Funding Budget Code and Amount:

SERVICE DELIVERY AGREEMENT

This Service Delivery Agreement (“Agreement”) for the period indicated herein from October 2022 through September 2023, by and between the **South San Antonio Independent School District** (hereinafter referred to as “SSAISD”), and **Communities In Schools of San Antonio** (hereinafter referred to as “CIS-SA”), a nonprofit corporation located at 1045 Cheever Blvd. Suite 201, San Antonio, TX 78217, sets out to establish the relationships and responsibilities of both parties in the implementation of a San Antonio Metropolitan Health Department (hereinafter referred to as “Metro Health”) funded on-campus clinical counseling project (hereinafter referred to as “CIS-SA Project Access”) on all SSAISD campuses targeted for populations of teen-parents. Henry Yzaguirre, Superintendent of Schools, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the SSAISD Board of Trustees by his execution of this Agreement.

WHEREAS it is the intent of all parties hereto to bring the CIS-SA approved services and resources into the identified campus settings to attempt to facilitate the academic and personal success of students experiencing the effects of at-risk environments by providing the full range of services to those students; and

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Service Delivery Agreement agree to the following:

A. All parties hereto mutually agree as follows:

1. The term of this Service Delivery Agreement shall be from October 1, 2022 through September 30, 2023. This Service Delivery Agreement may be terminated by either party by providing thirty (30) days’ written notice of termination to the other party. If SSAISD terminates the contract, services shall cease. Unless either party gives notice, this contract will automatically renew for successive one-year terms.
2. CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, applicable state and local laws, as well as written SSAISD policies and regulations, with the condition that more restrictive SSAISD policies and regulations (Legal and Local) have priority application under the terms of this Agreement. CIS-SA services shall not conflict with SSAISD policies. In order to promote awareness and presence of CIS-SA services on campus, SSAISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or “casual” Friday.
3. Communication between CIS-SA Site Coordinator (where relevant), CIS-SA Project Access Staff and campus administration will be ongoing to address Project Access case status and student needs.

- B. CIS-SA agrees to undertake the following:
1. CIS-SA, under its Standards and this Agreement, shall provide individual short-term mental health counseling to teen-age parent students, between the ages of 13 and 19, identified by the SSAISD School-Age Parents Social Workers and CIS-SA site staff. Campus staff and administration may refer students to CIS-SA Site Coordinator (where available) for consideration for CIS-SA Project Access.
 2. CIS-SA Project may provide to the school additional staff and resources for the benefit of students. The staff and resources, as approved by both SSAISD and CIS-SA, will offer a multi-disciplinary approach to serve a manageable number of students.
 3. CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, and other applicable state and federal law.
 4. CIS-SA agrees to provide management, administrative, logistical and technical support to each Project to ensure the success of the Project's service delivery initiatives. The CIS-SA Site staff, under the supervision of the CIS-SA Field Manager and in cooperation with the CIS-SA Management Team (under the direction of the CIS-SA President/CEO and Board of Directors), is responsible for oversight of CIS-SA Project activities.
 5. CIS-SA staff shall follow procedures for disciplinary actions and grievances as outlined in the CIS-SA personnel policies and consistent with state law and SSAISD policy. CIS-SA personnel remain employees of CIS-SA while assigned to each Project and are under the direct supervision of the assigned CIS-SA Field Manager. Agency repositioned staff assigned to the Projects remain the employees of the assigning agency. The actions of all CIS-SA employees and repositioned staff are carried out under the auspices of CIS-SA supervisors and Campus Principal in accordance with this agreement. Any agency repositioned staff will be approved by SSAISD and CIS-SA before the assignment to a designated Project. CIS-SA staff will not be entitled to file grievances under SSAISD's Board policies.
 6. CIS-SA shall notify, as soon as practical, the school Principal, Counselor, and appropriate legal authorities, as per state and local policies and procedures, cases presented to CIS-SA staff that involve the following issues: a) Suicide threats; b) Violent behavior; c) Child abuse or neglect; d) Sexual abuse or harassment; e) Legal custody; f) Drugs or weapons. CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal, and/or Counselor, as appropriate.
 7. CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. CIS-SA will ensure written consent has been obtained from the student's parent, guardian or managing conservator as required by Section 38.010 of the Texas Education Code and the contract with Metro Health before **on-going** services are rendered.

8. CIS-SA agrees to conduct criminal history background investigations for all agency staff. Pursuant to Senate Bill 9, CIS-SA will obtain fingerprint-based background searches on all agency staff. All volunteers (excluding one-time event volunteers) will also undergo a criminal history check prior to being assigned to a CIS-SA campus. CIS-SA has established an account with the DPS FACT Clearinghouse for such services. Results of these background checks are available to SSAISD upon request. CIS-SA staff will be subject to any other internal security procedures used by SSAISD.

C. SSAISD agrees to undertake the following:

1. SSAISD will provide a secure space on each campus with access to telephone service, copy and fax machines, access to available intranet and/or internet capabilities, and necessary equipment conducive to accommodate confidential services for students.
2. In accordance with state law and SSAISD policy, SSAISD will investigate and, if required, report to the appropriate authorities any cases presented to SSAISD by CIS-SA under paragraph B(7) above. SSAISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of SSAISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either SSAISD or CIS-SA.
3. Each Principal shall provide the CIS-SA Staff with the names and responsibilities of the Campus Crisis Management Team and update that information continually.
4. SSAISD will notify CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.
5. Pursuant to the TEC, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program and the TEA. Such information and data may include records on a student's academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student's parent or legal guardian.
6. Pursuant to FERPA implementing regulations at 34 CFR 99.7(a)(3)(iii) and 99.31(a)(1)(i), each school district that participates in a CIS program shall designate CIS as a School Official/Agent of the School so that CIS-SA staff may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application
7. SSAISD agrees to allow CIS-SA to provide student information and data to Metro Health to fulfill the requirements of the "Medicaid 1115 Waiver Program," which may

include student ID, name, campus, grade, free lunch program status if applicable (for income determination), date of birth, address, zip code, phone number, race/ethnicity, gender, number of children, type of contraceptive method used if any, insurance coverage if any and dates of counseling sessions.

8. The school Principal and/or designee shall inform the CIS-SA Site staff in writing of any and all developments, policy changes or other issues arising within SSAISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA Site staff will be trained on all Campus Emergency Response Plans.
9. SSAISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.

Nothing herein shall prohibit SSAISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Service Delivery Agreement constitutes the full and total understanding and agreement of the parties, and any modification, amendment or alteration hereof must be agreed in writing by all parties hereto.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. To the extent permitted by law, each party to this Agreement shall indemnify the other for any claims arising solely from the intentional acts and/or negligence of the other Party's employees, agents or representatives.

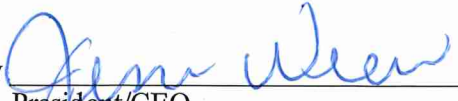
In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the SSAISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue of state court sitting in Bexar County, Texas.

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

COMMUNITIES IN SCHOOLS OF SAN ANTONIO

SOUTH SAN ANTONIO ISD

By 
President/CEO

By _____
Superintendent

Date of Approval: 4/17/23

Date of Approval: _____