



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 16, 2019

Purpose: [] Presentation/Report [] Recognition [] Discussion/ Possible Action

[] Closed/Executive Session [] Work Session [] Discussion Only [X] Consent

From: Cynthia Bills – Director of Strategic Planning and Innovation

Item Title: Approve the Memorandum of Agreement between STARBASE KELLY Youth Program and South San Antonio Independent School District.

Description:

STARBASE KELLY will provide a minimum of eight classes to schools from the SSAISD during the year. Participating schools will be determined by the district. Additional classes may be provided if the STARBASE KELLY schedule permits and both parties agree. There is no cost to the district to participate in the STARBASE KELLY classes.

Historical Data:

STARBASE KELLY has had been provides classes for SSAISD 5th graders twice each school year.

Recommendation:

Approve the Memorandum of Agreement between STARBASE KELLY Youth Program and South San Antonio Independent School District.

District Goal/Strategy:

Strategy 4 We will build partnerships with businesses and the community to promote parental involvement, support opportunities for student success, and increase student attendance and enrollment.

Funding Budget Code and Amount:

N/A

CFO Approval

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

[Handwritten Signature]

10.11.19

Interim Superintendent:

[Handwritten Signature]

10.11.19

STARBASE KELLY

MEMORANDUM OF AGREEMENT

This Agreement (herein after referred to as the "Agreement", dated and effective as of the date on the signature page) is made between the 433d Airlift Wing (433 AW) sponsor of the STARBASE KELLY Youth Program and the South San Antonio Independent School District (SSAISD). The Agreement covers fiscal year 2020 and may be extended by mutual consent.

INTRODUCTION

WHEREAS, the Secretary of Defense in coordination with the Secretary of Education, may establish programs for the purpose of improving the mathematics and scientific knowledge and skills of elementary and secondary school students and faculty members (10 U.S.C. 2193(b); and

WHEREAS, Congress authorized the Secretary of Defense, acting through the Air Force Reserve, to conduct a youth program to be known as "Department of Defense (DoD) STARBASE"; and

WHEREAS, the Air Force Reserve Command (AFRC) has authorized a STARBASE program to be sponsored by the 433d Airlift Wing at Joint Base San Antonio-Lackland, Texas, to be known as STARBASE KELLY; and

WHEREAS, the Trustees of the SSAISD Board of Education approved SSAISD to participate in the STARBASE KELLY Youth Program,

Now THEREFORE, the parties hereby agree to the following terms and conditions.

ARTICLE I SCOPE AND PURPOSE

Section 101. General

- A. This Agreement contains all terms, conditions, responsibilities and funding matters.
- B. The scope and purpose of this Agreement is to provide a mechanism for regulating SSAISD's participation in the STARBASE KELLY youth program during the Academic Year 19-20.

**ARTICLE II
DEFINITIONS**

Section 201. Air Force Reserve Command (AFRC)

AFRC means the organization created to support the United States Air Force in time of national emergency and peacetime contingencies.

Section 202. 433d Airlift Wing (433 AW)

433 AW is an AFRC wing located at Joint Base San Antonio-Lackland, Texas.

Section 203. South San Antonio Independent School District (SSAISD)

SSAISD is a school district created by and operating under the laws of the State of Texas.

Section 204. Fiscal Year (FY)

The fiscal year for STARBASE KELLY is the same as for the DoD, October 1st through September 30th

Section 205. State

State refers to the State of Texas.

Section 206. Federal Government

Federal Government refers to the United States of America and any government agencies working under it.

**ARTICLE III
OBLIGATIONS OF THE PARTIES**

Section 301. Obligation of the 433 AW/STARBASE KELLY

- A. The 433 AW will exercise control of all of the funds allocated to the Starbase Kelly program by the Department of Defense. All funds will be disbursed by the 433 AW.
- B. The 433 AW assumes responsibility for providing access to the funds necessary to operate all aspects of STARBASE KELLY.
- C. The 433 AW will provide estimates of fund transfers whenever requested.

- D. STARBASE KELLY will provide a minimum of eight classes to schools from the SSAISD during the year. Participating schools will be determined by the district. Additional classes may be provided if the STARBASE KELLY schedule permits and both parties agree.

Section 302. Obligation of SSAISD

- A. SSAISD will enroll a minimum of 20 fifth grade students but no more than 28 in each of the eight classes allotted to the district for the academic year of 19-20.
- B. There is no cost to the district to participate in the STARBASE KELLY classes, but the District will provide and incur all associated costs for bus transportation to and from STARBASE KELLY .
- C. SSAISD will provide and incur all associated costs for sack/box lunches for all students attending STARBASE KELLY.

**ARTICLE IV
GENERAL PROVISIONS**

Section 401. Term of Agreement

Unless terminated earlier by either party, this Agreement shall be terminated on September 30, 2020. The Agreement may be extended by mutual consent.

Section 402. Amendment

This Agreement may be amended only by instrument in writing signed by the parties hereto.

Section 403. Entire Agreement

This written Agreement constitutes the entire agreement between the parties as to scope and subject matter. Any prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement.

Section 404. Execution

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 405. Change of Circumstances

Each party shall promptly notify the other party of any legal impediment change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement. The

Department of Defense STARBASE program is funded by specific Congressional direction. Should Congressional funding be terminated, the STARBASE program will cease operations and this agreement will be negated.

Section 406. Applicable Law

This Agreement is incident to the implementation of a Federal program. Accordingly, as it may affect the rights, remedies, and obligations of the United States, this Agreement shall be governed by and construed in accordance with Federal law. However, the laws of the State of Texas and SSAISD Board Policy will apply to issues regarding the employment of professional educators and/or staff provided by and employed by SSAISD. SSAISD does not waive governmental immunity under Texas Law, and any disputes between the parties shall be decided in Bexar County, Texas.

Finally, the parties shall comply with student privacy laws contained in the Federal Family Educational Rights and Privacy Act (FERPA).

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties to this Agreement, by their authorized representatives, hereby cause this Agreement to be executed.

South San Antonio Independent
School District

BY: _____

DATE: _____

433d Airlift Wing
Joint Base San Antonio - Lackland

BY: _____

DATE: _____