



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: September 19, 2018

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Michael Balderrama, Executive Director of School and Community Partnerships

Lorraine De Leon, Executive Director of Curriculum & Instruction

Amy Shields, Director of Teaching and Learning

Item Title: Service Delivery Agreement between Region 13 and South San Antonio
ISD for the 2018-19 school year.

Description:

South San Antonio ISD was awarded the 2018-19 Community Partnerships Grant. The goal of this grant is to increase the percent of 3rd and 5th graders who are proficient /meets on STAAR Reading & Math. Region 13 will partner with the District to provide support for the grant.

Recommendation:

Approve the Service Delivery Agreement between Region 13 and South San Antonio ISD to provide services for the students and staffs at all nine elementary schools.

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:

CFO Approval

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APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

[Handwritten signatures]

8-31-18
9-18-2018



REGION 13

EDUCATION SERVICE CENTER
5701 Springdale Road - Austin, Texas 78723
512-919-5313 www.esc13.net

Statement of Work

SOW No.	514729
Date	8/30/2018

This agreement dated 8/30/2018, is made By and Between Education Service Center, Region 13 whose address is 5701 Springdale Road, Austin, Texas 78723, hereafter referred to as "ESC", and SOUTH SAN ANTONIO ISD whose address is 2515 BOBCAT LN, SAN ANTONIO, TX, 78224-1268, hereafter referred to as "CLIENT."

In consideration of the mutual promises hereinafter set forth, ESC and CLIENT agree as follows:

ESC Contact	Support Contact
Southall, Robin 512-919-5176 robin.southall@esc13.txed.net	Cortez, Nicole 512-919-5132 nicole.cortez@esc13.txed.net

Scope of Work	Client Information
THE COMMUNITY PARTNERSHIP AGREEMENT INCLUDES THE FOLLOWING: SWOT ANALYSIS NETWORK DEVELOPMENT SETTING AND DEVELOPING THEORY OF ACTION TARGETED LEADERSHIP COACHING AND SUPPORT, TARGETED TEACHER TRAINING, SUPPORT FOR FAMILY / COMMUNITY PARTNERSHIPS MORE DETAILED DESCRIPTION OF SERVICES ATTACHED TO CONTRACT.	SOUTH SAN ANTONIO ISD 2515 BOBCAT LN SAN ANTONIO, TX, 78224-1268 (210) 977-7000 Michael Balderrama

Workshop / Service	Schedule																																												
South San Antonio ISD - Community Partnerships Agreement Credit Hours: Participants: Set-up Requirements <input type="checkbox"/> Overhead Projector <input type="checkbox"/> Tables for Displays and Materials <input type="checkbox"/> Presentation Screen <input type="checkbox"/> Microphone and Speakers <input type="checkbox"/> Flip Chart Stand with Paper and Markers <input type="checkbox"/> Technical Assistance for Equipment Setup <input type="checkbox"/> TV and VCR <input type="checkbox"/> Computer(s) - PC <input type="checkbox"/> Extension Cord <input type="checkbox"/> Computer(s) - MAC <input type="checkbox"/> Table for Presentation Equipment	<table border="1"> <thead> <tr> <th>Start Date</th> <th>End Date</th> <th>Start Time</th> <th>End Time</th> </tr> </thead> <tbody> <tr> <td>9/1/2018</td> <td>1/30/2019</td> <td></td> <td></td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Start Date	End Date	Start Time	End Time	9/1/2018	1/30/2019																																						
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INITIALS.

Both the ESC and the CLIENT agree to the terms listed above. In addition, ESC and CLIENT agree to the attached terms and conditions, including amendments.

Client Initials

ESC Contact Initials

ESC Director Initials

Contract No.	514729
Date	8/30/2018

Standard Terms and Conditions

1. **Consultation Services.** The ESC hereby agrees to perform for the CLIENT responsibilities and tasks as described in the Scope of Work.

2. **Compliance With Laws.** ESC and CLIENT agree to observe and comply with all applicable Federal, State, and County laws, regulations and ordinances as related to the responsibilities set forth in the Scope of Work.

3. **Term of Agreement.** This agreement is effective from the first service date to the end service date specified in the agreement summary. This agreement may be extended or otherwise amended only by formal written amendment properly executed by both the ESC and CLIENT. No other agreement, written or oral, purporting to alter or amend this agreement shall be valid.

4. **Time Devoted by ESC.** It is anticipated the ESC will fulfill the obligations under this agreement on an as needed basis. The particular amount of time devoted to the agreed upon tasks or services will vary based upon the extent and nature of the particular project.

5. **Payment to ESC.** The ESC will be paid at the following rate as stipulated for work performed in accordance with this agreement.

6. **Termination.** This agreement may be terminated by either party at any time for good reason upon fifteen calendar days written notice to the other party. Expenditures, work activity, and or products for which ESC may claim payment will be billed to the CLIENT within fifteen (15) days of termination. The reasonable monetary value of services properly performed by ESC pursuant to this agreement prior to termination shall be paid to ESC as soon as reasonably possible.

7. **Independent Contractor.** Both the ESC and the CLIENT agree that the ESC will act as an independent contractor in the performance of its duties under this agreement. Accordingly, any ESC personnel assigned to this project shall have no entitlement as a CLIENT employee.

8. **Confidential Information.** The ESC and CLIENT agrees that any information received by either party during any furtherance of the obligations in accordance with this agreement, which concerns the personal, financial or other affairs of either party will be treated by each party in full confidence and will not be revealed to any other persons, firms or organizations.

9. **Ownership of work product.** All technical data, evaluations, plans, specifications, reports, documents, power point presentations, software, spreadsheets, teaching aids, or other work products developed by ESC provided hereunder shall be the exclusive property of ESC. CLIENT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by ESC.



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Contract Terms and Conditions

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10. **Unfair Business Practices** . By signing this agreement both ESC and CLIENT certify that within the preceding 12 months, neither party has been found guilty, in a judicial or state agency administrative proceeding, of unfair business practices. Both ESC and CLIENT also certify that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices.

11. **Use of Funds**. By signing this agreement, both ESC and CLIENT agree that no funds provided pursuant to this agreement shall be used by either party for any political activity or PAC contribution and that both parties are prohibited from using such funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.

12. **Notice of Felony Conviction**. By signing this agreement, both ESC and CLIENT certify that neither they, the owner of their company, or operator of their business have been convicted of a felony, nor are any of the named persons presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this proposed agreement by any Federal or State Department or Agency.

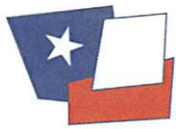
13. **Indemnification**. To the extent permitted by Texas Law, CLIENT shall indemnify and hold harmless ESC, its governing board members, officers, and employees against any and all claims, demands, suits, actions, proceedings, losses, costs and damages, including any reasonable attorney fees and/or litigation expenses, which may be brought or made against or incurred by the ESC on account of loss or of damage to any property or for injuries to or death of any person caused by the action of the CLIENT, its officers, and/or employees in connection with this agreement. The obligation of the CLIENT under this section will not extend to any liability caused by the sole negligence or acts of the ESC or its employees.

14. **Nondiscrimination in employment, services, benefits and facilities.**

By signing this agreement:

A. Both ESC and CLIENT agree and that they shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of either party, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

15. **Insurance**. Without limiting CLIENT'S indemnification, both ESC and CLIENT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the agreement by CLIENT, its agents, representatives or employees.



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****End of Terms and Conditions****

SIGNATURES.

Both the ESC and the CLIENT agree to the terms listed above. In addition, ESC and CLIENT agree to the attached terms and conditions, including amendments.

 Authorized Client Signature Date ESC Contact or Designee Date ESC Chief Deputy Director Date

 ESC Executive Director Date

Community Partnerships Addendum
Performance Tasks (Deliverables) Activity Description
South San Antonio ISD and ESC Region 13

Performance Task	Description	Est. Time to Complete
1.0	Current state SWOT analysis	1 month
1.1	Data Gathering: survey stakeholders & assess data	2 weeks
1.1.a	Gather district documents	
1.1.b	Systems survey of district staff	
1.1.c	Environmental scan	
1.1.d	Student achievement data	
1.2	Group facilitation	1 week
1.3	Report of findings	1 week
2.0	Collective action network development	3-4 months
2.1	Group facilitation	3 months
2.1.a	SWOT creation or vision	
2.1.b	Belief-vision review	
2.1.c	Long-term goals & metrics	
2.1.d	Intermediate goals (adult behaviors) and metrics	
2.1.e	Short-term goals (knowledge and skills) and metrics	
2.1.f	Action Steps, resources needed, responsibility for actions, metrics	
2.2	Report of findings	2-4 weeks
2.2.a	Publish of plan with monitoring tool	
3.0	Vision setting and developing theory of action	5 weeks
3.1	Group facilitation: vision creation	2 weeks
3.1.a	Create common beliefs	
3.1.b	Create common vision	
3.2	Group facilitation: theory of action	2 weeks
3.2.a	Overview of logic model framework and vision and student outcomes as impact	
3.2.b	Identify adult behaviors and measures	
3.2.c	Identify contributing knowledge and skills and measures	
3.2.d	Linking actions to outcomes (vision, student achievement, behaviors, and knowledge and skills)	
3.2	Report of findings	1 week
3.2.a	Publish final vision statement	