



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: September 6, 2016

Purpose:  Report Only  Recognition  Discussion/ Possible Action

Presenter(s): Delinda Castro, Chief Academic Officer

Item Title:

Discussion and possible action pertaining to the SA Youth MOU approved by the Board on July 20, 2016 and future MOU's regarding the SA Youth program.

Description:

SA Youth has been providing afterschool services for students at 7 of our elementary schools for many years. Until now, SA Youth has never charged the parents nor the school district for these services. Their funding has traditionally come from grants that they receive. This year, SA Youth did not receive a grant to fund these afterschool services. They have started this school year by charging the parents for these services. SA Youth submitted an MOU to the district that the school board approved in July. The board approved MOU provides for SA Youth to “. . .be responsible for securing any and all funding for the PROJECT.” The MOU also states, “This agreement is contingent upon SOUTH SAN ISD approval and the availability of funds through grants.”

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

N/A

APPROVAL ROUTE

SIGNATURE

DATE

Principal/Director:

Executive Director:

Chief Administrator:

Superintendent:

*Delinda Castro*

9-2-2016

**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, 2016 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 Community Learning Centers 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 any and all funding for the PROJECT.

12. **Term & Termination.** This agreement is contingent upon SOUTH SAN ANTONIO ISD approval and the availability of funds through grants. The term of the Agreement is from August 1, 2016 through July 31, 2017, with SOUTH SAN ANTONIO ISD approval, performance outcomes being met, and funding continuation secured. This Agreement may be extended thereafter in writing and signed by all parties. 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.

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.
- 14.7 Severability:** This Agreement shall be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.


- 14.8 Gender and Number:** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 14.9 Exhibits:** Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 14.10 Captions:** The Article and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section.
- 14.11 Counterparts:** This Agreement may be executed in counterparts, each one of which shall be an original, and different parties may sign different counterparts, all of which shall constitute but one document.
- 14.12 Drafters:** Each party to this transaction has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either party as drafter hereof.
- 14.13 Annual Review:** This Agreement shall be evaluated and reviewed annually by the SOUTH SAN ANTONIO ISD and SA YOUTH for the purpose of making any agreed revisions that may be deemed advisable or necessary.
- 14.14 No Third Party Beneficiaries:** Unless otherwise expressly specified elsewhere herein, nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties, including, but not limited to any faculty or students of the institution, or any persons other than the parties hereto.

EXECUTED EFFECTIVE ON THE DATE FIRST WRITTEN ABOVE.

**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Dr. Abelardo Saavedra, Superintendent

**SA YOUTH:**

By:  \_\_\_\_\_ Date 5/31/16  
 Cynthia Le Monds, CEO

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 Community Learning Center program**
- **Provide the space necessary for the PROJECT for the following schools: Palo Alto, Kindred, Hutchins, Carrillo and Benavidez Elementary Schools.**
- **Offer input into the development of the Campus Needs Assessment**
- **Designate a pickup zone for students being transported or escorted to the Center(s) from the schools, only for offsite centers.**
- **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 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, Carrillo, Benavidez, Five Palms and Madla Elementary Schools.**

##### **SA YOUTH agrees to:**

- **Provide the space necessary for the PROJECT for the following schools: Five Palms and Madla Elementary Schools.**
- **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**