



# **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

## **Agenda Item Summary**

**Meeting Date:** November 18, 2020

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**Purpose:** ☐ Presentation/Report ☐ Recognition ☐ Discussion/ Possible Action

☐ Closed/Executive Session ☐ Work Session ☐ Discussion Only ☒ Consent

**From:** Charlie Gallardo, Director of Guidance and Counseling

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**Item Title:** Approve the MOU Between San Antonio Threads and SSAISD

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**Description:** San Antonio Threads provides new clothing and accessories for referred and at-risk teens in the San Antonio Area. Teens who qualify choose complete outfits, new socks, underarmments, toiletries, shoes, and seasonal items. The target group is 12-21 year olds that are homeless or in need of support.

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**Historical Data:** This will be year two of our partnership with San Antonio Threads. Last year the program serviced our secondary campuses. The Board approved this MOU with San Antonio Threads on September 18, 2019 last year.

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**Recommendation:** Approve the MOU between San Antonio Threads and SSAISD

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**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.

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**Funding Budget Code and Amount:** N/A

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**APPROVED BY:**

**SIGNATURE**

**DATE**

Chief Officer:

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CFO Funding Approval:

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Superintendent:

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## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (this “**MOU**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between **SAN ANTONIO THREADS**, a Texas non-profit corporation (“**SA Threads**”), and **SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT** (the “**School District**”).

**WHEREAS**, as part of its charitable purposes SA Thread provides clothing, backpacks, hygiene items and other resources necessary for needy or at-risk youth to be able to attend school and focus on their education (the “**Services**”);

**WHEREAS**, SA Threads has agreed to assist the School District by providing Services to a limited number needy and at-risk-youth students enrolled in the School District’s schools; and

**WHEREAS**, the parties desire to formalize their relationship to achieve an efficient coordination between them to ensure Services are provided to needy or at-risk youth enrolled in schools of the School District;

**NOW, THEREFORE**, in consideration of the premises and for the further consideration of the terms, provisions, and conditions hereinafter set forth, SA Threads and the School District have agreed as follows:

### **Section 1: SA Threads’ Responsibilities.**

SA Threads will travel to one designated school within the School District one time each month during the period from October 2020 through May 2021 (the “**Term**”). At each monthly visit, SA Threads will provide a temporary youth shop where up to 50 students identified by the School District as being in need of Services may “shop” for new and new-like clothing at no cost to the student (a “**Youth Shop**”). SA Threads reserves the right to refuse Services to any student not meeting SA Threads need requirements or acting disrespectful or otherwise inappropriately during a Youth Shop.

### **Section 2: School District’s Responsibilities.**

The School District will be responsible for identifying up to 50 students of the School District each month during the Term who are needy or otherwise at-risk that would benefit from SA Threads’ Services. In addition, the School District will provide an appropriate, donated space at one of the School District’s school campuses for each Youth Shop and provide volunteers to assist the students while they “shop” for new clothes and any other supplies.

### **Section 3: Mutual Responsibilities.**

The parties agree to work diligently to mutually agree on the date, time and the location for each Youth Shop. The School District will designate an employee to act as the liaison with SA Threads who shall be responsible for scheduling all Youth Shops for the School District.

#### **Section 4: Confidentiality.**

SA Threads agrees not to disclose personal information including a student's name, ethnicity, economic status or other personal information to any third-party other than may be required by law; provided, however, that such information may be used (without including any identifying information) for the purposes of maintaining statistics on individuals served by SA Threads, applying for grants or other funding requests, and other similar purposes related to furthering SA Threads mission.

#### **Section 5. Limited Liability.**

SA Threads is an independent contractor of the School District. SA Threads shall not be liable to the School District, or to anyone who may claim any right due to its relationship with the School District or any of its employees, agents or other persons affiliated in any way with the School District, for any acts or omissions in the performance of the Services provided hereunder, except when said acts or omissions of SA Threads are due to its gross negligence or willful misconduct. The School District shall indemnify and hold SA Threads harmless from any obligations, costs, claims, judgments, attorneys' fees, and other attachments arising from the performance of the Services rendered to the School District hereunder, except when the same shall arise due to the gross negligence or willful misconduct of SA Threads.

#### **Section 6: Notices.**

All notices under this MOU must be in writing and will be deemed to have been duly given when (a) delivered by hand, (b) sent by electronic mail (with confirmation of receipt), or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other party):

SA Threads:

San Antonio Threads  
Attn: Cathy Hamilton, CEO  
10446 Sentinel Street  
San Antonio, TX 78217  
Email: cathy.sathreads@gmail.com

School District:

South San Antonio Independent School District  
Attn: Dr. Marc Puig, Superintendent  
1450 Gillette Blvd  
San Antonio, TX 78224  
Email: marc.puig@southsanisd.net

**Section 8: Entire Agreement.**

This MOU will automatically terminate at the end of the Term without any further action required by the parties. At the end of the Term, the parties may mutually agree to enter into a new MOU for the following school year. In addition, this MOU may be terminated at any time by the mutual written agreement of the parties.

**Section 8: Entire Agreement.**

This MOU constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by both parties.

**SAN ANTONIO THREADS**

By: \_\_\_\_\_  
Cathy Hamilton, CEO

**SOUTH SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Marc Puig, Superintendent