



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: June 21, 2023

Agenda Section: Consent

Agenda Item Title: Approve the Memorandum of Understanding between Restore Education and SSAISD.

From: Millicent Marcha, Chief Academic Officer

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

Description: Restore Education will provide classes for SSAISD parents and community member students in adult education and literacy classes to meet their individual goals. They will coordinate with SSAISD a schedule of classes that meet the needs of the parents and community members.

Historical Data: This will be the first year we partner with Restore Education.

Recommendation: Approve the memorandum of understanding between Restore Education and SSAISD.

Purchasing Director and Approval Date: Not Applicable

Funding Budget Code and Amount: Not Applicable

2023-2024 MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

RESTORE EDUCATION

AND

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

RESTORE EDUCATION (herein called “Restore”) and SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (herein called “SSAISD”) enter into the following memorandum of agreement for the terms of which WITNESS THE FOLLOWING:

Purpose of the Agreement: The purpose of the agreement is to ensure ongoing cooperation between South San Antonio ISD and Restore Education, a 501(c)(3) organization, in the provision of adult education opportunities for the parents and community members of South San Antonio ISD.

Statement of Mutual Benefit: SSAISD benefits include access to adult education services including, but not limited to, ESL and HSE for its parents and community. Restore benefits include an ongoing source of students who are motivated to participate in adult education and literacy services.

Goal of the Agreement: The goal of the agreement is to formalize the mutually beneficial relationship between SSAISD and Restore regarding the enrollment of parents and community members in adult education and literacy classes including, but not limited to, ESL and HSE.

South San Antonio ISD Responsibilities:

- ❖ Provide classroom space for the requested adult education and literacy classes and other services (including support from a career navigator) for parents and community members who become students.
- ❖ Promote classes to recruit SSAISD community members.
- ❖ Collaborate with Restore on the schedule of adult education and literacy classes that are mutually beneficial to SSAISD, the parents and community members, and Restore.
- ❖ Host two-day registration events on-site so parents and community members can enroll in adult education and literacy classes, potentially multiple events in order to fill the class.
- ❖ Ensure that participants in adult education and literacy classes are not dually enrolled in K-12 programs (whether public, charter, or private).
- ❖ Collaborate with Restore to recruit participants for the adult education and literacy classes. The target number of participants is 15 per class.
- ❖ Recommend personnel for hiring by Restore for instructional staff for the adult education and literacy classes.
- ❖ Allow Restore technology devices access to the Wi-Fi / internet at the facility for registration events and classroom instruction.

- ❖ Provide access to computers or computer lab(s) for registration events or for the class to complete online activities when scheduled in advance.
- ❖ Provide space to store classroom and instruction materials.

Restore Education Responsibilities:

- ❖ Coordinate with SSAISD a schedule of classes that meet the needs of the parents and community members.
- ❖ Instruct SSAISD parents and community member students in adult education and literacy classes to meet their individual goals.
- ❖ Promote classes to recruit SSAISD community members.
- ❖ Provide intake team to register students during the 2-day registration event.
- ❖ Provide support to students in career and post-secondary exploration with a career navigator.
- ❖ Provide curriculum and class materials that lead to successful goal attainment towards post-secondary or work as well as positive contributions to the community.
- ❖ Provide access to free distance learning software student accounts so that students can practice their English reading, writing, listening, and speaking skills on their own time.
- ❖ Hire qualified instructional staff.
- ❖ Provide instructional coaching to the instructor(s) in order to implement effective instructional strategies and improve student goal achievement, test scores, and community building.
- ❖ Provide professional development and training to instructional staff to maintain quality of instruction.
- ❖ Securely store student data, including application information, identification documents, and test scores and track the information in the state database for Adult Education Services – Texas Educating Adults Management System (TEAMS).
- ❖ Share results of classes and collaborate with SSAISD staff on providing needed services in the community.

Commencement and Expiration Date: This agreement will be in effect from the date immediately following the last date by which both parties have executed this agreement and shall continue in full force and effect until **June 30, 2024**, at which time it will be reviewed and renewed in writing by both parties.

Termination:

This Memorandum of Understanding may be terminated by either of the parties when conditions indicate inability to, inefficient or ineffective use of the resource, provided a written notice is received 30 days prior to the proposed termination date.

Relationship of the Parties:

For all purposes of this Agreement, and notwithstanding any provision of this Agreement to the contrary, Restore is an independent contractor and is not an employee, partner, joint venture, or agent of SSAISD. Restore shall make no representation that it is an employee or representative of SSAISD.

Indemnification:

Each party shall indemnify and hold harmless the other party, its officers, agents and employees from and against any and all claims, demands or causes of action (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) arising out of or resulting from the negligent act or omission of the indemnifying party or its agents or employees. SSAISD's and Restore's indemnification shall be in accordance with the Texas Constitution and the laws of the State of Texas.

Invalidity of Prior Agreements:

This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the services described herein and expresses the entire agreement and understanding between the Parties with reference to said services. This Agreement cannot be modified or changed by any oral promise made by any person, officer, or employee of either party, nor shall any written modification of it be binding on SSAISD or Restore until approved in writing by authorized representatives of SSAISD and Restore.

In case any one or more of the provisions contained in the Agreement shall, for any reason, be hold to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Force Majeure:

Neither SSAISD nor Restore shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

Both parties agree:

To comply with all federal, state and local laws that may be applicable to this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of both parties execute this MOU on this [date].

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Henry Yzaguirre

Superintendent

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

1450 Gillette Blvd.

San Antonio, TX 78224

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Date

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Ms. Kelli Rhodes, MBA, CMPI

President & CEO

RESTORE EDUCATION

4205 San Pedro Avenue

San Antonio, TX 78212

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Date