

## Agenda Item Summary

Meeting Date: February 15, 2023

Agenda Section: Consent

Agenda Item Title: MOU between South Antonio ISD and Family Service of San Antonio, Inc.

From: Ms. Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Mrs. Rebecca Herrera, Director of Early Childhood

Description: This memorandum aims to establish a collaborative working relationship with community providers that can assist with servicing Head Start students with a well-being program based on student and family needs. Students that will be serviced are between the ages of three to five.

Historical Data: South San Antonio and Family Service of San Antonio, Inc. have been in partnership since the 2020-2021 school year.

Recommendation: Approve the Memo of Understanding between South San Antonio ISD and Family Service of San Antonio, Inc.

Purchasing Personnel and Approval Date:

Funding Budget Code and Amount: 205 E (Head Start)--\$38,901



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## Agency Memorandum of Agreement Regarding Services provided by Family Service of San Antonio, Inc.'s Early Childhood Well Being Program to South San ISD Head Start Programs <u>2022-2023 School Year</u>

This agreement is entered into by and between South San ISD Head Start and Family Service's Early Childhood Well-Being Program at South San ISD, hereinafter referred to ECWB.

WITNESSETH:

WHEREAS, ECWB agrees to deliver services for Organization and the agreement; NOW, THEREFORE, the

parties do agree as follows:

#### ARTICLE 1: SCOPE OF PROJECT

ECWB will provide, oversee, administer, and carry out all activities and services outlined in the service description attached (APPENDIX A) in a manner satisfactory to Organization so long as the Early Childhood Well-Being ECWB, hereinafter referred to as ECWB, is funded and South San ISD is receiving Head Start funding. Activities and schedules will be reviewed and approved by Organization for implementation.

### ARTICLE 2: KEY PERSONNEL

All ECWB work under this agreement will be performed under the general guidance and technical direction of the ECWB Director in coordination with the Head Start Director, with activities performed by licensed ECWB staff and can include supervised graduate interns supporting those services. ECWB and the agency's leadership team will provide ongoing guidance and supervision for the ECWB Director and his staff. Any other changes or amendments to this agreement will be in writing and signed into agreement by both parties.

### ARTICLE 3: DELIVERY OF PERFORMANCE SCHEDULE

ECWB shall perform the services offered under this agreement listed in Appendix A which also lists responsibilities for Organization and ECWB. The period of performance under this agreement is specified as August 1, 2022 through July 31, 2023 at an average of 20 hours per week of service for the months of August through May and 15 hours per week for the month of June, or ending at any time that funding for Head Start or ECWB is terminated. Subject to continued support from Organization, this agreement may be amended to provide for ECWB's collaboration for an additional period of time. Both parties must mutually agree upon any subsequent time extension, supplement, addition, continuation, or renewal in writing.

### ARTICLE 4: FISCAL ADMINISTRATION

### Payment for Services

Payments will be invoiced on a monthly basis by ECWB by the 5<sup>th</sup> work day of each month following the provision of services for the months of August thru May of each school year utilizing the line item budget provided below. Reimbursement will be invoiced for the minimum



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of 20 hours of service to include all activities related to child mental wellness services including classroom consultation, teacher consultation, individual student intervention, parent/family consultation, school meetings related to the referred students, and related services and travel time. Details for all activity will be provided with each invoice delineating student name, campus, teacher, parent, dates, times and service provider. Invoice for reimbursement will be in the amount of \$3,536.46 per month for 11 months or a total annual amount not to exceed \$38,901.

\$ 57,288	annual fulltime salary
\$ 19,191	fringe benefits
\$ 1,324	Mileage
	reimbursement
\$ 77,803	Total cost
\$ 38,901	50% for 20
	hrs/wk

#### ARTICLE 5: LIABILITY

ECWB and Organization mutually agree that each party to this agreement is and will be acting as an independent entity in the performance of this work, and that each shall be solely responsible for the official acts or omissions of its employees or its agents in connection with the performance of this work and will not hold the other party responsible for personal injury, death, property damage, or other losses arising out of the official actions or omissions of those employees or agents. This provision is not intended to waive immunities or limits of liability to which Organization is entitled.

#### ARTICLE 6: ASSIGNMENT

Neither party shall assign or transfer any interest in this agreement without the prior written approval of the other party.

#### ARTICLE 7: TERMINATION OF AGREEMENT

- A This agreement may be terminated prior to the expiration of the period of performance by mutual written agreement of Organization and ECWB. Written notice of agreement termination must be given with a 15-day notice.
- B. Notwithstanding section (A) above, Organization may terminate this agreement by giving fifteen days written notice to ECWB.

#### ARTICLE 8: REMEDIES

Violation of breach of agreement terms by Organization or ECWB shall be grounds for termination of the agreement. This agreement shall be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.



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IN WITNESS WHEREOF, the parties here to have executed the *Memorandum of Understanding*.

Family Service Association of San Antonio, Inc.-Early Childhood Wellbeing Program



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ary man Mary E. Gar

Date: February1, 2023

President/CEO

Organization - <u>South San ISD Head Start Program</u>

Agency

Date:\_\_\_\_\_



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## APPENDIX A

**Family Service Association of San Antonio, Inc., Early Childhood Wellbeing Program Synopsis of Services:** Early Childhood Well-Being (child/youth mental health services)

**Target Population:** Children and youth enrolled in South San ISD's Head Start program, their parents, their teachers and related support staff. The Early Childhood Well-Being Program is funded by Methodist Healthcare Ministries, since January 2011.

#### Service Description:

**South San ISD** will be responsible for the following:

- 1 Organization designated administrator will work with ECWB Director and staff to identify classrooms, parents, teachers and/or children to be provided with mental wellness related services to be provided under this agreement. They will also inform parents of ECWB presence and of any individual referrals to be made, securing consent forms and referral forms to be collected by Organization staff. Organization staff will work with ECWB staff to develop schedules for services.
- 2 Organization staff will work with ECWB staff to develop and implement selected activities within the parameters set in this agreement.
- 3 The Organization's designated administrator will serve as the contact persons for the Organization to guide service planning, data entry, and serviced completion. Contact persons shall work with the ECWB Director and/or assigned staff to schedule training(s), gain access to classrooms, teachers, students and their parents and take care of all logistics to ensure project service implementation. Primary contacts will also ensure that requests for services are provided in advance and that services requested by Organization staff from ECWB are not duplicated by other organizations.
- 4 Organization staff will provide the space needed to provide the services and follow-up for teachers, support staff, children and parents. Organization will also assist with staffing adequately on a limited basis to allow ECWB staff to individually consult with teachers regularly as needed and arranged.
- 5 Organization staff will provide access to campus space or virtual platform access for training as requested.
- 6 ECWB project staff will be administered required criminal background checks by the Organization and related screenings as required by Organization.
- 7. Organization will provide or distribute required forms to teachers, parents and staff to authorize all services. Examples include invitations or memos to participate in training, parenting sessions, mental health consultation, or the offering of selected services.
- 8 On a limited basis (as determined by ECWB staff), ECWB staff may share materials such as books or therapeutic toys with Organization for identified children and/or classrooms.
- 9 Organization will ensure timely requests for specific services or activities providing at least two work-day notice for any unplanned visits requested with the exception of crises for which ECWB staff can respond to within one work day. Any crises requiring emergency responders should be addressed by Organization and will not be the responsibility of ECWB staff. ECWB staff will follow ECWB pandemic plan procedures and Organization standards of operation to ensure the health and safety of all children, youth and adults involved in services.



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#### Family Service's ECWB will be responsible for the following:

Classroom guidance, parenting, and consultation with parents and teachers and requested training will be provided as described below:

- 1. Parenting or parents support classes on an individual or group basis utilizing evidencebased material upon request by Organization staff and agreement by both parties.
- 2 Related consultation for parents with their request and authorization obtained by Organization staff to assist them with implementation of strategies learned or needed to address a child's wellness needs and challenges and a family's specific parenting needs.
- 3. Work with Organization staff to develop and distribute classroom visit and service schedules planning the provision of services.
- 4. ECWB approved social workers will provide internship supervision for a maximum of 2 social work interns.
- 5. Training may also be provided as requested for teachers and other staff and/or parents:
  - a. Training on specific classroom management and behavior management techniques and strategies for teachers, assistants and related personnel serving the target population with optional follow-up observation, coaching and training to support implementation of initial training.
  - b. Training, consultation, follow-up and coaching for any referred and interested parents of qualifying children. These services will be provided for the purpose of supporting parents in meeting their qualifying child's mental health needs.
  - c. Group and/or individualized training for parents on special education advocacy and behavior management methods along with any appropriate related referrals determined by ECWB project staff.
- 6 ECWB will leave written recommendations for Organization staff after each classroom visit and consultation and collaboratively develop behavioral plans with Organization staff.
- 7. Option of group sessions can be provided as needed.
- 8 **Coordination of Services and related activity:** Any documentation resulting from services will be the property of ECWB and Organization but copies of logs and other documentation of services and activities will be provided on an ongoing basis. Organization will be provided with copies of documentation after Organization has secured authorization from parents for release of that information to include written notes, recommendations, summaries, schedules, overview of training material, intervention plans and other applicable material.
- 9. **Provide linkages to appropriate resources.**