



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: May 15, 2024

Agenda Section: Consent

Agenda Item Title: Approve the memorandum of understanding between Eagles Flight and South San Antonio ISD.

From/Presenters: Millicent Marcha, Chief Academic Officer
Charlie Gallardo, Director of Guidance and Counseling

Description: Eagles Flight is an outreach program that provides clothing, food, and other resources necessary for needy at-risk youth, elderly, and low-income families on the Southside of San Antonio. SSAISD will provide Eagles Flight a space at the CARE Zone at no cost for storing donations and distributing food and clothing.

Historical Data: The same MOU was approved by the school board on November 15, 2023.

Recommendation: Approve the memorandum of understanding between Eagles Flight and South San Antonio ISD.

Purchasing Director and Approval Date: N/A

Funding Budget Code and Amount: NA

Goal: 4. SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into as of July 1, 2024 and end on June 30, 2025 by South San Antonio ISD and between EAGLE’S FLIGHT ADVOCACY & OUTREACH, a Texas non-profit corporation (“EAGLE’S FLIGHT”).

WHEREAS, part of its charitable purposes Eagle’s Flight Advocacy & Outreach provides clothing, food, and other resources necessary for needy or at-risk youth, elderly, and low income families on the South side of San Antonio;

WHEREAS, Eagle’s Flight Advocacy and Outreach has agreed to assist the church/non-profit by providing food items to help fees hot meals to a limited number of elderly and youth, all year round; 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, elderly, and families of low income;

NOW, THEREFORE, in consideration of the premises and for the further consideration of the terms, provisions, and conditions hereinafter set forth, Eagle’s Flight Advocacy and Outreach and the School District have agreed as follows:

Section 1: Eagle’s Flight Advocacy and Outreach Responsibilities.

Eagle’s Flight Advocacy & Outreach will provide The School District by replenishing the food and other items needed to restock the food pantry located at the CARE Zone at no cost to the district, or person(s) seeking help.

Section 2: School District’s Responsibilities.

The School District will be responsible for providing a donated space at the CARE Zone to store donated items, distribute food and clothing.

Section 3: Mutual Responsibilities.

The parties agree to work diligently to mutually agree on the date, time and the location for each food distribution. The School District will designate an employee to act as the liaison with Eagle’s Flight Advocacy & Outreach who shall be responsible for scheduling all deliveries and donation pick-ups with Eagle’s Flight Advocacy & Outreach.

Section 4: Confidentiality.

Eagle’s Flight Advocacy & Outreach 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 Eagle's Flight Advocacy and Outreach, applying for grants or other funding requests, and other similar purposes related to furthering Eagle's Flight Advocacy and Outreach mission.

Section 5. Limited Liability.

Eagle's Flight Advocacy & Outreach is an independent contractor of the School District. Eagles Flight 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 Eagle's Flight Advocacy & Outreach are due to its gross negligence or willful misconduct. The School District shall indemnify and hold Eagle's Flight Advocacy & Outreach 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 Eagle's Flight Advocacy & Outreach.

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):

Eagle's Flight Advocacy & Outreach:

Eagle's Flight Advocacy & Outreach
Attn: Pamela Allen, CEO
26520 Fire Dance
Boerne, TX 78006
Email: pamela@eaglesflightsa.com

School District:

South San Antonio ISD
Attn: Henry Yzaguirre
1450 Gillette Blvd
San Antonio, TX 78224

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.

EAGLE'S FLIGHT ADVOCACY & OUTREACH

By: _____
Pamela Allen, CEO

SOUTH SAN INDEPENDENT SCHOOL DISTRICT

By: _____
Henry Yzaguirre, Superintendent