



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 22, 2022

Agenda Section: Consent

Agenda Item Title: Memorandum of Understanding between Clarity Child Guidance Center and SSAISD

From: Millicent Marcha, Chief Academic Officer

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

Description: This is an agreement between SSAISD and Clarity Child Guidance Center. Clarity is one of our CARE Zone partners who will provide: diagnostic assessments and ongoing therapy services to children referred by SSAISD, educational classes on a variety of behavioral health topics to SSAISD staff, and designate a representative to serve as the liaison between Clarity and SSAISD to coordinate the implementation of the program.

Historical Data: The Board approved this same agreement with Clarity last year on July 21, 2021.

Recommendation: Approve the MOU between Clarity Child Guidance Center and SSAISD

Funding Budget Code and Amount: N/A

Memorandum of Agreement Affiliation for Parent Training & Advocacy Services

Whereas, **South San Antonio Independent School District** (hereinafter referred to as "**South San Antonio ISD**") and **Clarity Child Guidance Center** (hereinafter referred to as "**Clarity**") desire to set out in writing the terms and respective responsibilities of the two agencies for the education of school district staff about behavioral health symptoms and for the provision of behavioral health care within **South San Antonio ISD**.

I.

Terms of the Agreement

This Agreement will commence as of the date signed by both parties. The Agreement shall be reviewed by both parties annually prior to August 31st and shall be continued unless either party desires to terminate the Agreement and thus gives the other party thirty (30) days written notice of intention to terminate.

II.

Expectations of Parties

South San Antonio ISD and **Clarity** agree as follows:

A. South San Antonio ISD Center Responsibilities

1. To provide dedicated space for **Clarity** to provide services
2. To provide a designated representative to serve as the liaison between **Clarity** and **South San Antonio ISD** to coordinate the implementation of the program.

B. Clarity Responsibilities

1. To provide diagnostic assessments and ongoing therapy services to children referred by **South San Antonio ISD**. **Services will be limited to children seen prior to the start of the 2022-2023 school year.**
2. To provide a designated representative to serve as the liaison between **Clarity** and **South San Antonio ISD** to coordinate the implementation of the program.

III.

Indemnification Agreement

In as far as the law allows, each party agrees to indemnify and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities that maybe asserted against the indemnified party by third parties in connection with the negligent performance of the indemnifying party, its directors, officers, employees, or agents under this Agreement. The parties do hereby expressly stipulate and agree, in consideration of services rendered under this agreement, to indemnify and hold each party harmless against loss from any and all claims, demands and causes of action that may hereafter at any time be brought against parties arising in any way out of the performance and obligations

under this agreement. The parties expressly agree that this indemnity and hold harmless provision shall remain in force and in effect and shall in no way be affected or impaired or invalidated whether or not any negligence, gross negligence, negligence per se, or any other statutory common law or contractual liability or fault is attributable in whole or in part to said parties.

IV. Dispute Resolution

The Parties shall seek to resolve informally any dispute that arises between them under this Agreement. The Parties shall provide each other with written notice of any dispute arising out of this Agreement. The Parties shall submit their dispute to mediation before a mutually agreeable mediator as a precondition to filing a lawsuit in Bexar County, whether in Justice of the Peace, County Court, or District Court. This provision, however, shall be inapplicable if the running of the statute of limitations prevents the Parties from engaging in mediation before the necessity of filing suit.

V. Miscellaneous Provisions

- 5.1 **South San Antonio ISD** and **Clarity** agree that there shall be no discrimination on the basis of race, color, creed, sex, national origin, sexual orientation or handicapping condition, in the assignment, acceptance, and activities of students in the program established by this Agreement.
- 5.2 **South San Antonio ISD** and its agents, employees and representatives agree to keep strictly confidential and hold in trust all confidential information of **Clarity** and/or its constituents and not disclose or reveal any confidential information to any third party without the express prior written consent of **Clarity**.
- 5.3 The dates and locations of all services shall be agreed upon by both **South San Antonio ISD** and **Clarity**.
- 5.4 The relationship of the Parties to this Agreement shall not be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.
- 5.5 This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein and supersedes all other agreements on the same subject, whether oral or written. Any changes or amendments to this Agreement may be made only in writing and signed by both Parties.
- 5.6 The validity, construction, scope and performance of this Agreement issued hereunder shall be governed in accordance with the laws of the State of Texas. This Agreement is performable in Bexar County, Texas. Any claim relating to or arising out of this Agreement shall be brought in Bexar County, Texas.
- 5.7 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
- 5.8 The headings in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.

- 5.9 If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall continue to be effective.
- 5.10 Failure of **South San Antonio ISD** to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions of this Agreement.
- 5.11 This Agreement shall not be assigned without the prior written consent of the other Party.
- 5.12 The Parties represent and acknowledge that they have had the opportunity to review this Agreement with counsel of their choosing and are entering this Agreement freely and voluntarily.

VI. Notices

Any notice required under this Agreement shall be in writing and shall be effective when delivered to the party for whom it is intended. Notices to **South San Antonio ISD** Center shall be delivered to the following person:

Superintendent
South San Antonio ISD

Notices to **Clarity** shall be delivered to the following person:

Jessica Knudsen
Chief Executive Officer
Clarity Child Guidance Center
8535 Tom Slick
San Antonio, TX 78229
210-582-6417
jessica.knudsen@claritycgc.org

Executed on this _____ day of August, 2022.

Henry Yzaguirre
Interim Superintendent
South San Antonio ISD

Jessica Knudsen
Chief Executive Officer
Clarity Child Guidance Center San
Antonio, Texas