



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: February 19, 2020

Purpose:  Presentation/Report  Recognition  Discussion/ Possible Action

Closed/Executive Session  Work Session  Discussion Only  Consent

From: Denise Orosco, ED Student Support Services *DO*

Item Title: Approve Interlocal Agreement Between City of San Antonio and South San Antonio ISD

**Description:**

South San Antonio ISD was awarded funding in the amount of \$87,400 by the City of San Antonio to provide recreational and educational opportunities for children in the community during after school hours. This award will supplement the 21<sup>st</sup> Century Grant which is currently available for after-school services in SSAISD for the 2019-2020 school year.

**Historical Data:**

This Interlocal Agreement was presented and approved last school year at the December 19, 2018 Board Meeting.

**Recommendation:**

Approve Interlocal Agreement Between City of San Antonio and South San Antonio ISD

**District Goal/Strategy:**

Strategy 5 We will promote and ensure a safe and secure learning environment for all students.

**Funding Budget Code and Amount:**

**CFO Approval**

Award: \$87,400

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

\_\_\_\_\_

\_\_\_\_\_

Superintendent:

\_\_\_\_\_

\_\_\_\_\_

STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF SAN ANTONIO  
AND  
SOUTH SAN ANTONIO  
INDEPENDENT SCHOOL DISTRICT**

This agreement (“Agreement”) is entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation, (hereinafter called "City"), acting by and through its Director of the Department of Human Services pursuant to Ordinance No. 2019-09-12-\_\_\_\_\_, dated September 12, 2019, and South San Antonio Independent School District, a political subdivision of the State of Texas, acting by and through its Board of Trustees, hereto duly authorized, (hereinafter called "District").

**WHEREAS**, both parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

**WHEREAS**, the City and District wish to collaborate to provide recreational and educational opportunities for children in the community during after school hours (hereinafter referred to as the “After School Challenge Program”); and

**WHEREAS**, the District owns various educational facilities which are available for use for approved activities during after school hours; and

**WHEREAS**, City desires to provide funding to District in order for District to conduct the After School Challenge Program for children at its various educational facilities; and

**WHEREAS**, the City and the District have come to an agreement regarding mutually advantageous terms for the District to manage and operate the After School Challenge Program, and both desire that such agreement be memorialized herein; and

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1: Term**

This Agreement shall commence on October 1, 2019 and shall terminate on September 30, 2020 (“City FY 20”).

**Section 2: Program Operation**

- A. City and District agree that District shall manage and operate the After School Challenge Program for after school recreation, enrichment, and education for students enrolled in District’s schools in a manner satisfactory to the City and in compliance with the Scope of

Work and Scorecard attached hereto and incorporated herein for all purposes as Attachment I. District may subcontract the operation of the After School Challenge Program at a particular District school site to an agency meeting the legal and programmatic qualifications necessary to operate the After School Challenge Program (such agency is hereinafter referred to as a "Provider"), subject to the City's prior written approval as set forth in Section 12 of this Agreement.

- B. District and any approved Providers shall operate the After School Challenge Program in accordance with applicable State of Texas Department of Family and Protective Services licensing requirements and other standards, if any, for operation of after-school programs by a school district and its contracted Providers.
- C. The District shall provide the following to children during the After School Challenge Program:
  - 1.) An hour daily combined homework assistance and tutoring;
  - 2.) A safe and conducive place for students to engage in educationally based activities, including but not limited to providing students with the opportunity to study, socialize, interact, and engage in recreational/physical fitness opportunities; and
  - 3.) A nutritious snack.
- D. The District understands and agrees that the After School Challenge Program shall be open to only those students enrolled at District's schools during both the 2019-2020 and 2020-2021 school years covered by the term of this Agreement. In anticipation of City FY 20 funding for this Program, the District and the City have mutually agreed upon, and incorporated into the Scope of Work and/or Scorecard, attached hereto as Attachment I, the following:
  - (1) number of campuses;
  - (2) the specific campuses;
  - (3) the minimum number of school days;
  - (4) the hour (e.g., 6:00 p.m.) through which District shall offer and operate the After School Challenge Program within its district; and
  - (5) the minimum number of enrollment slots for the 2019-2020 school year.

Prior to the start of District's 2020-2021 school year, the District and City shall negotiate and mutually agree upon the same obligations specific to the second school year that is covered by the term of this Agreement, which obligations may be made a part of this Agreement by amendment without City Council approval in accordance with Section 19.B.2. District must reach and maintain the enrollment level within the first semester of the school year to which the enrollment level applies. District understands that District is subject to a contract modification in accordance with Section 19.B.4. and a corresponding reduction in funding commensurate with actual enrollment should the enrollment deficit equal or exceed 25 children.

- E. District shall start operation of the After School Challenge Program no earlier than the first day of school for the applicable school year. District may operate the After School Challenge Program more than the required minimum number of days, but Program expenses incurred beyond the required number of days, term or hours set forth in this Agreement shall be the sole responsibility of the District.

- F. The District may provide the After School Challenge Program activities on early release days. Operation on early release days will count toward the required total number of days of operation.

### **Section 3: Consideration**

- A. Subject to Sections 4.A. and B. herein, City will reimburse District \$87,400.00 for those costs incurred in operating the After School Challenge Program in accordance with the budget approved by the City. A program budget and related detailed line item budget for said After School Challenge Program, reviewed and approved by City, are attached hereto and incorporated herein for all purposes as Attachment II. The Budget may be revised through a “revision” if the total Agreement Budget remains the same, or through an Agreement “amendment,” if there is an increase or decrease in the total Agreement Budget. Revisions are approved and signed by the Director of the Department of Human Services or a designee and amendments are approved and signed by the Director of the Department of Human Services in accordance with Section 19 of the Agreement. Approved budget revisions and amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Budget, and all references in the Agreement to the Budget shall mean the budget as revised through approved budget revisions or amendments. District’s requested reimbursed costs must be consistent with the last revised, approved budget. If District subcontracts the performance of work pursuant to this Agreement, then a line item budget by each approved Provider, which in the aggregate totals the District budget for After School Challenge Program services under this Agreement, must also be submitted to City. District may rebalance funding allocations to approved Providers for services in the District as necessary.
- B. It is expressly understood and agreed by the City and District that the obligations of both parties under this Agreement are contingent upon the appropriation of adequate funds to meet the liabilities of the parties hereunder; except, however, City shall reimburse District for those costs incurred in operating the After School Challenge Program in accordance with the budget approved by the City prior to receipt by District of written notice of termination of this Agreement. In the event such funds are not appropriated in part or in whole by either party in accordance with that party’s respective contributions, then the parties understand and agree that this Agreement may be terminated by either party upon receipt by the other party of reasonable written notice of termination; whereupon, this Agreement shall be of no further force or effect.
- C. It is expressly understood and agreed that each party shall make payments for the performance of governmental functions or services from current revenues available to the paying party.
- D. District shall publicly acknowledge that its After School Challenge Program is supported by the City of San Antonio, Department of Human Services. Throughout the term of this Agreement, District agrees to include written acknowledgment of the City’s support in all After School Challenge Program -related presentations, press releases, flyers, brochures and other informational material prepared and distributed by District. District shall obtain the

Department's prior approval of the language and logo, as applicable, to be used.

#### **Section 4: Payment**

- A. Invoices for reimbursement detailing the specific costs, along with supporting documentation, must be submitted to City on a monthly basis and no later than the 30<sup>th</sup> calendar day of each month, in the month after the period for which reimbursement of an expense is being requested. City shall reimburse the District for allowable costs within 30 days of City's receipt of invoice.
- B. Additionally, District shall reimburse all Providers and subcontractors within 30 days of receipt of invoice for services performed in accordance with the approved Budget and requirements of this Agreement. District shall withhold payment for those invoice items with partial or no supporting documentation. District agrees to reimburse Providers and subcontractors 100% of workers compensation premiums related to individuals contributing 100% of his or her time and effort to the After School Challenge Program. Workers compensation premiums related to other individuals contributing less than 100% of his or her time and effort will be reimbursed on a prorated basis supported by time and effort reports or other documentation mutually agreed upon by District and Provider.
- C. District shall maintain a minimum Average Daily Attendance of 85% of the contracted enrollment in the After School Challenge Program as outlined in the plan approved by City, in order to receive reimbursement of related costs from the City.
- D. The District shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Agreement, unless District receives written authorization from the Director of the Department of Human Services prior to such 30 day period allowing District to submit a request for payment after such 30 day period.

#### **Section 5: Program Site, Supplies, and Maintenance**

- A. District shall provide educational facilities for the After School Challenge Program, adequate in size for all of the participants and activities to be provided at each campus (the combined facilities utilized for the programs at each campus is hereinafter referred to as "Program Site" and the Program Sites are collectively referred to as "Program Sites"). The Program Sites may include a combination of classrooms, cafeteria, lab rooms, or libraries. If District intends to utilize other educational facilities within a campus, the District must obtain the City's approval prior to implementation into the programs. The District shall also reserve and keep secure space for the storage of the Agreement funded equipment as is appropriate and necessary for the number of program participants at each Program Site.
- B. Program Sites for the After School Challenge Program shall be located at District campuses only.
- C. District shall provide supplies as necessary so as to facilitate the provision of recreational and educational activities for the After School Challenge Program.
- D. The District shall provide utilities and custodial services at all Program Sites.

## **Section 6: Program Participation**

- A. Participation in the After School Challenge Program shall be open to all of District's students attending the Program Site where said Program is offered. At a minimum, students must be in kindergarten and must be 5 years old, as of September 1<sup>st</sup> of the school year covered by this Agreement in order to enroll. However, enrollment of 5 year olds may be limited depending on licensing requirements.
- B. The maximum number of participants in the After School Challenge Program shall only be limited by the District in the event that appropriate staffing and space cannot be provided.
- C. The District shall not restrict registration at Program Sites other than as outlined in this Agreement.
- D. District shall collect and submit to the City's Department of Human Services the annual fee for participation in the After School Challenge Program in accordance with the fee structure adopted by City Council and in effect at the time of collection. District understands and agrees that the fees are revenues belonging to the City and that the District is required to maintain accurate and complete records demonstrating collection in compliance with applicable law and established policies. With prior approval and at the sole option of the Director of the Department of Human Services, District may be authorized to retain fees collected. If District is authorized to retain fees, City may deduct the amount retained from subsequent reimbursements (i.e., the amount due District from invoices submitted for reimbursement under this Agreement shall be offset by the amount retained). District also agrees that if the District has collected an amount greater than that which the District is entitled or due under the Agreement after reconciliation, then District shall immediately deliver to the City the amount due to the City no later than ten (10) days from the date of receipt by District's Board of Trustees at a lawfully convened meeting of written notification by the City.

## **Section 7: Program Staff**

- A. The District shall provide at least one professional educator (hereinafter referred to as "Site Facilitator") as part of District's staff at each Program Site. Each Site Facilitator shall be the liaison between the Program and the District and shall have oversight responsibility at the Program Site to which he or she is assigned.
- B. For the After School Challenge Program, District, through its Site Facilitator for each Program Site, shall monitor on a daily basis participant attendance and staffing to ensure that District's participant to staff ratio shall always be maintained at a maximum ratio of 25:1.
- C. All District employees that are employed to satisfy the maximum 25:1 ratio of participants to staff in the After School Challenge Program, shall remain with the participants at all times, and must be free of non-program related duties (e.g., custodial duties) during the hours of operation. Accordingly, Site Facilitators shall not be assigned to serve as staff assigned to provide direct child care. All employees acting as staff of the District for the contracted services shall be under the direct supervision of the Site Facilitator for the Program Site and,

ultimately the District during the After School Challenge Program hours of operation.

- D. The District shall be responsible for assessing the number of the District's participants with special needs and for employing staff qualified to assist special needs participants in accordance with applicable state and/or federal law requirements. Staff members provided by District to assist special needs participants shall be in addition to the staff required to maintain the 25:1 participant to staff ratio.

### **Section 8: Snack Component**

- A. The District shall be responsible for providing snacks, in cooperation with the United States Department of Agriculture (USDA) free snack program, at each District campus that qualifies for the free snack program and is being used as a Program Site for the After School Challenge Program. Expired foods and those lacking nutritional value shall not be served to participants.
- B. The District shall be responsible for ensuring that the After School Challenge Program staff serves all snack components in accordance with USDA guidelines.

### **Section 9: Equipment and Property**

- A. The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City upon termination of this Agreement, for whatever reason. The District agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon termination of this Agreement. Equipment that has transferred to the District for use in the After School Challenge Program through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.
- B. District shall be responsible for procuring necessary equipment/property for the After School Challenge Program. However, if City funds are used to procure such equipment/property, District agrees that such equipment/property purchased with City funds may not be disposed of without receiving prior written approval from the Department of Human Services. If the City provides its approval for disposal, District shall take necessary action to dispose at its sole expense unless otherwise mutually agreed upon. In cases of theft and/or loss of equipment/property procured with City funds, it is the responsibility of the District to replace it with like equipment/property at market value for its age and condition. City funds cannot be used to replace equipment/property originally procured with City funds; however, City funds may be used to replace equipment/property originally procured with District funds. All replacement equipment/property will be treated in the same manner as equipment/property purchased with City funds.
- C. District shall maintain records on all items obtained with City funds to include:
  - (1) A description of the equipment, including the model and serial number, if applicable;
  - (2) The date of acquisition, cost and procurement source, purchase order number, and

vendor number;

- (3) An indication of whether the equipment is new or used;
- (4) The vendor's name (or transferred from);
- (5) The location of the property;
- (6) The property number shown on the property tag; and
- (7) A list of disposed items and disposition

- D. The District is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. District shall report damage to equipment/property purchased or leased with City funds, notwithstanding absence of intent or a determination that the damage was relatively insignificant, reasonable wear and tear excepted, to the Department of Human Services. All equipment/property purchased or leased with City funds which are determined by District to be stolen, missing, intentionally and significantly damaged, and/or destroyed shall be reported to the local Police Department. The District shall make such reports immediately and shall notify and deliver a copy of the official report to the Department of Human Services within seventy-two (72) hours from the date that District determines that such equipment was stolen, is missing, was intentionally and significantly damaged and/or was destroyed. The report submitted by the District to the Department of Human Services shall minimally include:
- (1) A reasonably complete description of the missing damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
  - (2) A reasonably complete description of the circumstances surrounding the theft, damage or destruction; and
  - (3) A copy of the official written police report or, should the police not make such copy available, a summary of the report made to the police, including the date the report was made and the name and badge number of the police officer who took the report.
- E. All equipment purchased under this Agreement shall be fully insured against fire, loss and theft. For purposes of such insurance, the District may self-insure. The District may, at its option, require the Provider(s) to provide the required insurance coverage.
- F. The District shall provide an annual inventory of assets purchased with funds received through the City to the Department of Human Services.

#### **Section 10: Travel**

- A. The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.
- (1) District agrees that mileage reimbursement paid to District's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with Internal Revenue Service (IRS) rules. District further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject



to spot-checks by the City. District shall encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the District.

- (2) District agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Agreement, District shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

### **Section 11: Program Evaluation and Record Keeping Requirements**

- A. District agrees to maintain full and accurate records regarding: the number of participants attending each Program Site to include the activities planned and provided to the participants; the number of hours worked by the staff; the staff involved; attendance records for participants; improvement in grades or testing by participants and all other pertinent information regarding the program.
- B. The Department of Human Services is assigned monitoring, fiscal control, and evaluation of projects such as the After School Challenge Program. Therefore, at such times and in such form as may be reasonably required by the Department of Human Services, the District shall furnish to the Department of Human Services, such statements, records, data, policies, procedures, and information and permit the City to have interviews with its personnel, board members and, subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), program participants pertaining to the matters covered by this Agreement. District shall use the online Contract Management System provided by the City for the purpose of submitting all Contract related documents, including, but not limited to, monthly reports, budgets, budget revisions and requests for payment.
- C. The Scorecard reviewed and approved by City, for the After School Challenge Program is attached hereto and incorporated herein as Attachment I. District shall submit to the Department of Human Services via the online Contract Monitoring System a report no later than the 15<sup>th</sup> day of every month detailing the actual quantitative values of services delivered and qualitative outcomes achieved against the projected performance measures, adding an explanation on variances from the projected performance measures, and shall attach documentation supporting the same, for the month preceding the submission. If the online Contract Monitoring System is unavailable, District shall submit information via the alternative means established by the Department of Human Services. If District subcontracts the performance of work pursuant to this Agreement, then measures by each approved Provider, which in the aggregate totals the District measures for After School Challenge Program services under this Agreement, must also be submitted to City. District shall also submit to the Department of Human Services such other reports as may be reasonably required by the City. District ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

- D. The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if District receives a request for information regarding documents within its possession pursuant to this Agreement, District shall notify the City within seventy-two (72) hours of receiving the requests and permit the City to protect information from public disclosure in accordance with applicable provisions of the Public Information Act. If the City receives a request for information and the District is of the opinion that the requested information is confidential pursuant to state or federal law, the City shall provide District with the reasonable opportunity to protect the information from public disclosure in accordance with applicable provisions of the Public Information Act.
- E. In accordance with Texas law, District acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, District agrees that no such local government records produced by or on the behalf of District pursuant to this Agreement shall be the subject of any copyright or proprietary claim by District.
- F. District acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Agreement, shall belong to and be the property of City and shall be made available to the City at any time, unless otherwise prohibited by law. District further agrees to turn over to City all such records upon termination of this Agreement, if requested by the City; except, however, that any and all educational records for those students participating in the Program shall be limited to information sufficient to demonstrate the number of students and the extent of improvement without violation of FERPA. Subject to the requirements of the Texas Public Information Act, District agrees that it shall not, under any circumstances, release any records created during the course of performance of the Agreement to any entity without the written permission of the Director of the Department of Human Services, unless required to do so by a court of competent jurisdiction; except, however, an educational record of a student may be released without such written permission to the student's parent, guardian, or other person in lawful control of the student if required under federal or state law.
- G. The City's Department of Human Services is assigned monitoring, fiscal control, and evaluation of the After School Challenge Program funded by the City. Consequently, the City may request and/or inspect District's records in order to monitor District's performance of District's obligations and deliverables under this Agreement. The parties acknowledge that the handling and disclosure of education records are subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g). Therefore, District shall acquire prior written consent from the parents or guardians of children participating in the

program to permit the sharing of pertinent information with the City for the express purpose of monitoring District's performance of measures outlined under this Agreement.

- H. Additionally, if applicable, District shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in Attachment V, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- I. District shall submit to the Department of Human Services on or before the fifteenth (15<sup>th</sup>) day of the month following the end of every quarter (January 15<sup>th</sup>, April 15<sup>h</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>) a report stating the amount of After School Challenge Program participation fees assessed and collected with a summary of the backup documentation for the quarter preceding the submission and the amount forecasted to be assessed and collected for the full year, revising the forecast as necessary from quarter to quarter.

#### **Section 12: Sub-Contracting and Assignment**

- A. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be assigned without the prior written approval of City.
- B. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of City. Any work or services approved for sub-contracting hereunder shall be sub-contracted only by written agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub-contractors or Providers with this Agreement shall be the responsibility of District. District agrees that payment for services of any sub-contractor or Provider shall be submitted to District and District alone, and District shall be responsible for all payments to sub-contractors or Providers.

#### **Section 13: Relationship of Parties**

- A. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties hereto.
- B. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

#### **Section 14: Indemnity**

District and the City acknowledge they are political subdivisions of the State of Texas and are

subject to comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

### **Section 15: Insurance**

District and the City each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

### **Section 16: Termination**

Should either party fail to fulfill, in a timely and proper manner, obligations under this Agreement, or if either party should violate any of the covenants, conditions, or stipulations of the Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement by sending written notice to the defaulting party of such termination and specify the effective date thereof. However, prior to termination, the non-defaulting party shall provide the alleged defaulting party written notice of the unsatisfactory performance, violations or areas of non-compliance, and an opportunity to cure within 10 days after receipt of the non-defaulting party's notice. However, in cases where the health, safety and welfare of one or more children is at risk as a consequence of alleged unsatisfactory performance, violation or area of non-compliance by District, as initially determined by the City, then the City may suspend District's After School Challenge Program and/or require that the District immediately act to cure the deficiency and District hereby waives the right to receive 10 days' written notice; except however, the parties shall, together, immediately work to resolve any unsatisfactory performance, violation or non-compliance in cases where the health, safety and welfare of any student is alleged to be at risk. The District shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. It is further expressly understood and agreed by the parties that District's performance upon which final payment is conditioned shall include, but not be limited to, the District's complete performance, of its obligations for which final payment is sought.

### **Section 17: Notices**

Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, and addressed to:

City of San Antonio  
Department of Human Services  
After School Challenge Program  
P.O. Box 839966  
San Antonio, Texas 78283-3966

or to such other address on file with the District as City may provide from time to time in writing

to the District. Notices to District shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, and addressed to District at:

South San Antonio Independent School District  
Superintendent  
5622 Ray Ellison Drive  
San Antonio, TX 78242

or to such other address on file with the City Clerk as District may provide from time to time in writing to City.

**Section 18: Approval of the City**

Whenever this Agreement calls for approval by City, unless otherwise explained herein, such approval shall be evidenced by the written approval of the City's Director of the Department of Human Services or her designee, unless City Council approval is required.

**Section 19: Entire Agreement; Amendments**

- A. This written Agreement constitutes the entire agreement, with any other written or parol agreement with District being expressly waived by District.
- B. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto. District also understands that the Charter of the City requires that all contracts with the City and amendments thereto be in writing and approved by an ordinance; provided, however, the Director of the Department of Human Services shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval by the City Council of the City, if permitted by all applicable local, state, and federal laws, and in the following circumstances:
  - 1. an increase in funding of this Agreement in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Agreement, or (b) \$25,000, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing Agreement funding during the term of this Agreement and executed without City Council approval shall not exceed the foregoing amount;
  - 2. modifications to the Scope of Work or Scorecard, so long as the terms of the amendment stay within the other parameters set forth in Section 2 of this Agreement;
  - 3. budget revisions within each Budget (Attachment II), so long as the total dollar amount of each Budget in this Agreement remains unchanged;
  - 4. modifications to Section 3 herein to reduce the total amount of reimbursement that shall be made to the District by City, and to amend the After School Challenge Program

budget accordingly which is set forth in Attachment II hereto, in the event that District does not meet the requirements set forth in Article I Overview of the Funding Guide, which is set forth in Attachment III hereto. District shall execute any and all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 19.B.4; or

- 5. Increases or decreases in Agreement funding based upon After School Challenge Program enrollment levels, and modifications to Agreement terms related to enrollment; provided, however, that the cumulative total of all After School Challenge Program contracts, as amended, shall not exceed the City’s total budget for the After School Challenge Program for the current fiscal year. District shall execute any and all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 19.B.5.

**Section 20: Authority**

Each of the signers of this Agreement hereby represents and warrants that they each have the authority to execute this Agreement on behalf of their respective governing entities. This agreement shall be signed in duplicate originals so that each party hereto shall have an original.

**EXECUTED** in duplicate originals on the dates indicated below, following approval of each party’s governing authority.

**CITY OF SAN ANTONIO,  
a Texas Municipal Corporation**

**SOUTH SAN ANTONIO INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Melody Woosley, Director  
Department of Human Services

By: \_\_\_\_\_  
Dolores Sendejo  
Interim Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Assistant City Attorney

ATTACHMENTS

- Attachment I – Scope of Work and After School Challenge Program Scorecard
- Attachment II –Budget
- Attachment III – Funding Guide
- Attachment IV – Contract Monitoring Report
- Attachment V – HIPAA Business Associate Agreement