



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: January 19, 2022

Agenda Section: Consent

Agenda Item Title: TCLAS SA Youth

From: Theresa Servellon, Chief Academic Officer

Additional Presenters if Applicable: Kevin Rasco, Dr. Rose Walker, and SA Youth

Description: Request to enter into a contract with SA Youth to provide High Quality Afterschool support at all four middle schools made possible by an awarded TEA TCLAS grant award in the amount of \$852,500 from January 2022 to May 31, 2024. If approved, this partnership will serve 360 students (120 per school year).

Historical Data: While we have contracted with SA Youth for the City of San Antonio After School Challenge Program, this is the first instance of the High Impact Tutoring Model (HIT).

Recommendation: Approve the MOU and Data Sharing Agreement with SA Youth for TCLAS After School High Impact Tutoring.

Funding Budget Code and Amount: TCLAS Grant Funded for \$852,500.00

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SA YOUTH &  
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
2022-2024**

The purpose of this Memorandum of Understanding (MOU) between SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (SSAISD) and SA YOUTH is to define the respective roles and responsibilities the entities will have in implementing an Out-of-School-Time program. This partnership and MOU will take effect on 1/20/2022 between SSAISD and SA YOUTH:

**WHEREAS**, the parties believe in promoting the academic and educational enrichment of all students and preparing them for success in life and higher education; and

**WHEREAS**, the parties agree to form a friendly relationship to promote and develop a successful high quality after school programing and High Impact Tutoring (HIT); and

**WHEREAS**, the parties agree to develop & promote programs aligned with the school day; and

**WHEREAS**, the parties wish to arrange for the provision of such services on the terms hereinafter set forth:

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, SSAISD and SA YOUTH's Academic Achievers Program (the "Project"), hereby agree as follows.

**1. SA YOUTH's Commitment.** SA YOUTH agrees to provide goods, services or work experience to the SSAISD and/or its students under the terms and conditions specified herein, including any special terms and conditions attached as an Exhibit hereto, as well as any and all other supplies and miscellaneous equipment as may be reasonably necessary to the performance of the PROJECT.

**2. SA YOUTH's Staffing Commitment.** SA YOUTH agrees to assign an employee to manage the relationship between SSAISD and SA YOUTH who is knowledgeable and experienced in the PROJECT, and such additional staff as may be required to fully perform its obligations hereunder, SA YOUTH agrees to assign an appropriate number of properly qualified personnel, to work at appropriate times, to perform its PROJECT obligations hereunder. If the employee will have access to students all required background checks will be performed prior to assignment,

**3. Hours & Participants.** The parties agree to confer to establish the hours during which SA YOUTH will perform its PROJECT obligations, if such are relevant to the PROJECT, and the identity, qualifications, hours and assignments of any participants.

**4. Access.** The parties mutually agree to grant reasonable access to appropriate and necessary areas of one another's facilities to the extent reasonably necessary in the performance of the PROJECT. To include providing swipe cards, key fob, etc. to enter the school building.

**5. Communication.** The parties agree to communicate as often as necessary in furtherance of the PROJECT. Specifically, SA YOUTH agrees to promptly advise the SSAISD administration of any and all changes in its personnel, operations, or policies that may affect the PROJECT. All SA YOUTH staff assigned who will have access to students must have background checks. All background checks must be conducted prior to assignment.

**6. Policies.** The parties agree to advise one another, and their respective staff(s) assigned to the PROJECT, of their responsibility for complying with one another's existing rules and regulations, and of the content of same,

**7. Records.** SA YOUTH agrees to keep and maintain records of any participants in the PROJECT, including

but not limited to their attendance. SA YOUTH agrees to maintain and provide a secure system for all records and supporting documentation and safeguard confidential data. SA YOUTH shall give to SSAISD or any other duly authorized representatives, access to and the right to examine, copy or reproduce all reports, books, papers, documents, and any other record pertaining to this agreement.

**8. Privacy Act Compliance.** SA YOUTH agrees to comply with all applicable provisions of the Family Educational Rights and Privacy Act 20 (USC §1232g), and all other law and regulations applicable to the operation of SSAISD and the PROJECT, SA YOUTH agrees to have in place and abide by a policy prohibiting sexual harassment that complies with applicable federal and state standards. SA YOUTH further agrees to make no distinction among children covered by this Agreement, on the basis of race, color, sex, creed, age, disability or national origin. For the purpose of this Agreement, distinctions on the grounds of race, color, sex, creed, age, disability or national origin include but are not limited to the following: Denying a person any service or benefit or availability of a facility; providing any service or benefit to a person which is different, or is provided in a different manner or at a different time, from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement, or condition which individuals must meet in order to be provided any service or benefit.

**9. SA YOUTH Insurance.** SA YOUTH agrees to maintain in force for the term of this Agreement a policy of liability insurance for claims by students and employees (including volunteers) against both parties covering the activity of the PROJECT. SSAISD agrees to list SA YOUTH on the district insurance as ‘additionally insured under policy’.

**10. Payments.** SSAISD has secured TEA TCLAS funds for this project in the amount of \$852,500. SA Youth shall be responsible for securing any and all funding for this project to run until the conclusion of May 2024 if costs exceed this amount. SSAISD commits to supporting SA Youth in efforts to secure additional funding by providing letters of support, making introductions to prospective funders, and attending meetings/presentations with prospective funders.

**11. Term & Termination.** This agreement is contingent upon SSAISD approval and the availability of grant funds. The term of the Agreement is from January 20, 2022 through May 31, 2024, renewable with SSAISD approval performance outcomes being met, and funding continuation secured. This Agreement may be extended thereafter in writing and signed by all parties. If either the SSAISD or SA YOUTH desires to terminate this Agreement, it may do so without any liability therefore by written notice delivered to the other party. Termination shall be effective at the end of the school year during which notice is given.

**13. Special Terms & Conditions.** Any special terms and conditions attached as an Exhibit hereto are hereby fully incorporated by reference into this Agreement and, to the extent of any conflict between any such Exhibit and the main text of this Agreement, such special terms and conditions shall prevail.

#### **14. Miscellaneous**

**14.1 Notices:** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective on mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated under their names as set forth herein, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days notice to the other Parties in the manner set forth above.

**14.2 Law Governing:** This Agreement shall be governed by and construed in accordance with the substantive federal laws of the United States and the internal laws of the State of Texas. In the event of any controversy or claim arising out of or relating to this agreement, SSAISD consents to the jurisdiction of a Local, State or Federal court in Bexar County, San Antonio, Texas.

**14.3 Successors and Assigns:** This Agreement shall be binding on and shall ensure to the benefit of the Parties, and their respective heirs, legal representatives, successors and assigns.

**14.4 Entire Agreement:** This Agreement, and any exhibits or addenda attached, contain the entire agreement among the Parties relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated.

**14.5 Amendments:** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the Parties.

**14.6 Force Majeure:** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.

**14.7 Severability:** This Agreement shall be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**14.8 Gender & Number:** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.

**14.9 Exhibits:** Any and each Exhibit to this Agreement is incorporated herein for all purposes.

**14.10 Captions:** The Article and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section.

**14.11 Counterparts:** This Agreement may be executed in counterparts, each one of which shall be an original, and different parties may sign different counterparts, all of which shall constitute but one document.

**14.12 Drafters:** Each party to this transaction has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either party as drafter hereof.

**14.13 Review:** This Agreement shall be evaluated and reviewed annually by the SSAISD and SA YOUTH for the purpose of making any agreed revisions that may be deemed advisable or necessary,

**14.14 No Third Party Beneficiaries:** Unless otherwise expressly specified elsewhere herein, nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties, including,

but not limited to any faculty or students of the institution, or any persons other than the parties hereto.

EXECUTED EFFECTIVE ON THE DATE FIRST WRITTEN ABOVE.

**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Henry Yzaguirre,  
Interim Superintendent

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

**SAYOUTH:**

By: \_\_\_\_\_  
Asia Ciaravino, President & CEO

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

**EXHIBIT A**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN SA YOUTH & SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

SPECIAL TERMS AND CONDITIONS SOUTH SAN ANTONIO ISD agrees to:

1. South San Antonio ISD will be responsible for recruiting students based on academic needs.
2. Provide the space necessary for the PROJECT for the following designated schools: Abraham Kazen Middle School, Dwight Middle School, Shepard Middle School, Zamora Middle School.
3. Designate district leadership and educators to participate in the after school steering committee
4. Serve as a member of the Community Task Force and Center Advisory Councils
5. Provide student data for SA YOUTH reporting to funders as long as parent permission is obtained and privacy regulations are maintained.
6. Allow the sharing of student data that is intended to evaluate impact of SA Youth High Quality After School Program students to all students enrolled in the District at the secondary level as long as the Data Sharing Agreement is upheld.
7. Provide input into programs, services, and needs.
8. Provide a liaison for communication with SA YOUTH staff.
9. Provide reliable internet technology access capabilities.

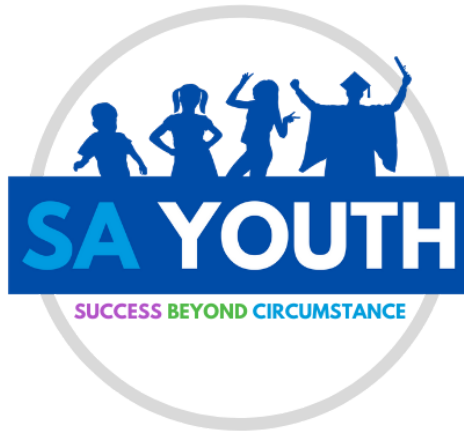
Designate the following schools for the PROJECT:

- a. Programming is contingent upon SOUTH SAN ANTONIO ISD approval and the availability of grant funds.
- b. Abraham Kazen Middle School (on campus), Monday - Friday, Fall 2020, 3:30 -6:30pm
- c. Dwight Middle School (on campus), Monday - Friday, Fall 2020, 3:30-6:30pm
- d. Shepard Middle School (on campus), Monday - Friday, Fall 2020, 3:30-6:30pm
- e. Zamora Middle School (on campus), Monday - Friday, Fall 2020, 3:30-6:30pm

- South San Antonio ISD Food and Child Nutrition department will provide after school snacks to all South San Antonio ISD on-site after school care programs.

SPECIAL TERMS AND CONDITIONS SA Youth agrees to:

1. Students referred by South San personnel will be considered for priority enrollments.
2. SA Youth will ensure South San teachers are given priority status for tutoring contracts. SA Youth will be responsible for recruiting tutors within SSAISD.
3. SA Youth will ensure district tutors receive in house training and licences for the HIT model.
4. SA Youth will provide the HIT tutoring model: 30 minute tutoring sessions, 3x week with a 1:3 staff to student ratio.
5. SA Youth will provide high quality after school programming 5 days a week for 3 hours a day.
6. SA Youth will submit an After School Strategic Plan detailing strategic components of the after school program.
7. SA Youth will communicate regularly with South San Antonio ISD administration on any and all changes in its personnel, operations or policies that may affect this project.
8. SA Youth will work with South San Antonio ISD personnel to ensure program assurances are met.



## **Memorandum of Understanding Between SA Youth and South San Independent School District**

This Memorandum of Understanding is entered on this 20th day of January, 2022 between SA YOUTH, hereinafter “Community Partner” and SOUTH SAN INDEPENDENT SCHOOL DISTRICT, hereinafter “District”, together referred to as Parties.

### **I. PURPOSE Data Sharing Community Partner Agreement**

The purpose of this MOU is to set out a common agreement that facilitates the sharing of student data that is intended to assist in tracking and improving educational outcomes for students who are enrolled in District schools. For purposes of data sharing and by virtue of this MOU, the designated Community Partner is considered to be a Community Partner of SSAISD. This MOU will be referred to as the Data Sharing Community Partner Agreement.

### **II. Duration**

The term of this MOU shall commence immediately upon execution of this MOU and shall continue until one of the parties gives thirty (30) day notice of termination to the other party in writing.

### **III. Data Use**

- A. Parties contemplate sharing data to assist in tracking and improving educational outcomes for SSAISD students who receive services or are contemplated to receive services as specifically provided herein and pursuant to individual Data Sharing Agreements that will relate specifically to the specific requested and disclosed data (for data shared with Community Partner by SSAISD).

- B. Parties agree to use data for reporting and research purposes, provided that only aggregated, non-personally identifiable data is shared with outside agencies. Parties agree to notify each other when data is shared with outside agencies. Terms regarding specific aspects of data sharing will be contained in the Individual Data Sharing Agreement for each particular data sharing event.
- C. The data requested and received from SSAISD by Community Partner through the Individual Data Sharing Agreements contemplated by this MOU will be used by Community Partner to improve instruction. However, Individual Data Sharing Agreements allowing Community Partner access to SSAISD data are not limited to this purpose. The purpose of the data sharing event will be set forth in the Individual Data Sharing Agreement.
- D. Community Partner intends to use data to support SSAISD students and families to increase academic achievement and improve educational outcomes. However, Individual Data Sharing Agreements allowing Community Partner access to SSAISD data are not limited to this intended use. The intended use of the data sharing event will be set forth in each Individual Data Sharing Agreement.
- E. To meet reporting requirements of local, state or federal grants Community Partner may also report aggregated, non-personally identifiable data to the appropriate local, state or federal grants in accordance with the reporting requirements of the grant and under the terms of a relevant Individual Data Sharing Agreement.
- F. The Family Educational Rights and Privacy Act, (“FERPA”), prohibits SSAISD from sharing personally identifiable data with outside entities without prior written parental consent; however, many exceptions exist in law. The reasons that Community Partner contemplates requesting and using data that are set forth above demonstrate that FERPA exceptions will likely apply to requests for data that are made by Community Partner. Pursuant to this MOU, SSAISD will conduct an independent analysis of each specific data request to determine whether an exception, if any, applies to the specific request. Accordingly, an applicable Data Sharing Agreement that is individualized and conforms to the specific legal requirements associated with the identified exception will be entered into by Parties.
- G. SSAISD hereby authorizes its Executive Director of Learning and Innovation Partnerships to analyze requests for Community Partner, identify which FERPA exception and associated requirements apply to the request, and negotiate and sign Individual Data Sharing Agreements related to the sharing of data between the Parties on its behalf. Community Partner will make decisions regarding who has the authority to request data from SSAISD on behalf of Community Partner and will communicate this information to the Executive Director of Learning and Innovation Partnerships for SSAISD.

#### **IV. CONFIDENTIALITY**



- A. This agreement also contemplates the sharing of aggregating and personally identifiable information data by Community Partner to SSAISD. The terms of such sharing will be governed by the rules, regulations and laws with which Community Partner must abide. SSAISD will cooperate and respect those terms as provided by Community Partner when relevant.
  
- B. Abiding with FERPA regulations, Parties agree to maintain the confidentiality of personally identifiable data at all times and will keep the data in a secure location. Parties shall restrict access to personally identifiable data to only those employees who are identified in the Individual Data Agreement for the specific project or data sharing event. Parties agree not to release or disclose any of the data in any manner except as expressly described in the Individual Data Sharing Agreement unless prior written authorization is granted by all parties.
  
- C. Parties will not share Personally Identifiable Information with other entities unless such data sharing is allowed pursuant to an Individual Data Sharing Agreement and state and federal law.

## **V. NOTICES**

For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below, and shall be deemed given on the date of delivery:

### **COMMUNITY PARTNER: San Antonio Youth**

Name           Asia Ciaravino  
Entity          President and CEO  
Address        PO Box 7844, San Antonio, TX 78207-0844

### **DISTRICT: South San Antonio Independent School District**

Name           Henry Yzaguirre  
Entity          Interim Superintendent  
Address        1450 Gillette Blvd, San Antonio, TX 78224

## **VI. AMENDMENTS**

Except where the terms of this Memorandum of Agreement expressly provide otherwise, any amendment to this Memorandum of Agreement shall not be binding on the parties unless such amendment be in writing, executed by all the Parties and dated subsequent to the date hereof.

## **VII. COMPLIANCE WITH LAWS AND REGULATIONS**

- A. It is understood and agreed by the parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. The Parties expressly agree to comply with all applicable federal, state, and local laws.
- B. The general data sharing and confidentiality provisions set forth herein are to be used in the absence of more specific requirements that relate to the sharing of specific data. The terms of each Individual Data Sharing Agreement that is entered into regarding each individual data sharing request made by Community Partner for SSAISD student data in accordance with this MOU and pursuant to Community Partner's designation as a Community Partner with SSAISD will override and supersede the more general terms of this agreement.

## **VIII. INDEPENDENT CONTRACTOR**

The Parties agree that they will provide services under this Agreement as independent parties. The parties to this Agreement further agree that they have no authority to bind the other or to hold out to third parties that it has authority to bind the other; and nothing herein contained shall be deemed or construed by the parties hereto or any third-party as creating the relationship of employer-employee, principal-agent, partners or joint ventures. Furthermore, there is no intention on the part of the Parties hereto to create or otherwise form a joint enterprise under or pursuant to this Agreement. Each of the Parties to this Agreement has separate and independent duties and obligations over which they have control.

## **IX. TEXAS LAW TO APPLY**

This Memorandum of Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created herewith are performable in the State of Texas, County of Bexar.

## **X. ASSIGNMENT OR TRANSFER OF INTEREST**

Neither Party may assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other party. Any attempt to assign without such approval shall be void.

## **XI. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid,

illegal, or unenforceable provision shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XII. TEXAS TORT CLAIMS ACT**

Community Partner acknowledges that SSAISD is a political subdivision of the State of Texas and subject to the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, §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.

## **XIII. CAPTIONS**

The captions contained in this agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this agreement.

## **XIV. WHOLE AGREEMENT**

With the exception of the Individual Data Sharing Agreements that are contemplated for each individual request for data, this Agreement constitutes the complete and entire agreement between the parties and replaces all prior agreements or understandings, if any. Other than the specific Data Sharing Agreements that will exist for each separate data request, neither party is bound by any statement, promise, condition or stipulation not specifically set forth in this agreement. No representative of either party has authority to make any oral statements that modify or change the terms and conditions of this Agreement.

Entered on January 20, 2022

### **Community Partner SA Youth**

\_\_\_\_\_  
Asia Ciaravino  
President and CEO

\_\_\_\_\_  
Date

### **South San Independent School District**

\_\_\_\_\_  
Henry Yzaguirre  
Interim Superintendent

\_\_\_\_\_  
Date