



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: Jun 16, 2021			
Purpose:	<input type="checkbox"/> Presentation/Report	<input type="checkbox"/> Recognition	<input type="checkbox"/> Discussion/ Possible Action
<input type="checkbox"/> Closed/Executive Session	<input type="checkbox"/> Work Session	<input type="checkbox"/> Discussion Only	<input checked="" type="checkbox"/> Consent
From: Theresa Servellon, Chief Academic Officer			

Item Title: Approve the Whataburger School Sports Sponsorship Agreement

Description: Whatabrands LLC, a Texas limited liability company, with its principal office located at 300 Concord Plaza Dr., San Antonio Texas, 78216 (“Whataburger”) would like to support South San Antonio’s Gear UP Program by supporting South San Antonio HS and West Campus HS students.

This sponsorship will provide robust opportunities for students in the Gear UP Program.

Historical Data: This is the first partnership and agreement between South San Antonio ISD and Whatabrands LLC (Whataburger).

Recommendation: N/A

Funding Budget Code and Amount: \$9,000 sponsorship

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

CFO Funding Approval:

Superintendent:

WHATABURGER SCHOOL SPORTS SPONSORSHIP AGREEMENT

The parties to this agreement are:

- a. Whatabrands LLC, a Texas limited liability company, with its principal office located at 300 Concord Plaza Dr., San Antonio Texas, 78216 (“Whataburger”), and

GEAR UP South San Antonio ISD
South San Antonio ISD

1450 Gillette Blvd. San Antonio, TX 78224 (South San Antonio ISD: South San Antonio HS, West Campus High School)

Sponsorship Program

1. Term: School year 2021 to 2022
2. **\$2000 Scholarships:**

One female and one male scholarship recipients will be selected to receive a \$500 Whataburger Scholarship. The scholarship will require not only a good GPA, but participation in GEAR UP workshops and events such as college visits. GEAR UP will oversee selecting the scholarship recipients. Operating Partners would have the opportunity to participate in the check presentations.
3. **\$5000 Gift Card/In-Kind Donations for the following programs:**
 - Texas Success initiative Assessment Testing for admissions to Early College HS- provide food (May)
 - Catalyst for Change Mentorship Program- Appreciation event for teachers who participated in the mentorship program- provide food and coupons (May)
 - Summer Camps: Engineering, Fine Arts, AVID (June-July)
 - College Campus Field Trips (June-July)
 - Lunch Athletics and Academics Program Meetings on Fridays- This program encourages athletes to make academics a priority and teaches leadership skills to athletes to prepare them for college (Ongoing May 2021 - May 2022)
 - Whataburger Career Day- OPs will host a Whataburger career day where they can talk about Whataburger career paths in operations, answer questions, and schedule interviews- provide Whataburger meals to attendees (September)
 - Career Military Readiness Day Event- provide food and coupons (October)
 - Parent U- College Prep for Parents- provide food and coupons (November)
 - GEAR UP Holiday celebration-- provide food, Christmas merch, and coupons (December)
 - Spring Break Drive Thru- Student Parent Food Event to recognize students who attend all the academic workshops (March)- Possible Food Truck Event
 - Texas Success initiative Assessment Testing for admissions to Early College HS- provide food (May 2022)
 - Catalyst for Change Mentorship Program- Appreciation event for teachers who participated in the mentorship program- provide food and coupons (May 2022)

4. **\$2000 Back to School Supplies Drive:**

Whataburger Back to School Supplies Drive at South San ISD Stadium for teachers and students (August)

5. Total Investment

a. \$9,000 value

6. Force Majeure. Neither party shall be deemed in default of this Agreement if any specific game or event described herein cannot be held on the scheduled date, or performance under this Agreement is prevented, restricted, or interfered with by reason of any event beyond the reasonable control of the parties, including, but not limited to acts of God, fire, accidents, strikes, riots, civil disturbances, war, global health emergency, epidemic, pandemic, quarantine, actual or anticipated public health crisis, or governmental regulations (“Force Majeure”). If any Force Majeure condition affects the ISD School’s ability to perform its obligations set forth hereunder, ISD School shall give written notice to Whataburger, offering mutually agreeable make-good benefits to Whataburger in direct and fair proportion to the benefits not received due to the Force Majeure event (“Make-Good Benefits”). The Make-Good Benefits shall be subject to Whataburger’s approval which will not be unreasonably withheld or delayed. If Make-Good Benefits are not agreed upon, this Agreement shall not terminate, but rather the parties will agree to an adjusted rate or a refund which reflect the benefits not available to Whataburger. Should the benefits in their entirety not be available due to the Force Majeure event, the parties will agree to an extension of the Agreement and any sponsorship fees paid by Whataburger will be applied to the extended term.

7. Trademarks. Whataburger hereby grants the ISD School for the term of this agreement, a limited, non-exclusive, license to use the Whataburger trademarks and logo only in connection with the sponsorship elements set forth herein and only with Whataburger’s prior approval.

8. Indemnification.

a. Whataburger shall indemnify and hold harmless the ISD School, its owners, directors, officers and employees from and against any claims or damages arising out of or related to the negligent acts or omissions of Whataburger its employees or agents in the course of their performance under this agreement; including any claims of infringement of the Whataburger trademarks.

b. The ISD School shall indemnify and hold harmless Whataburger, its owners, officers and employees from and against any claims or damages arising out of or related to its negligent acts or omissions.

9. Governing law. This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Texas without regard to its conflict of law principles.

10. Counterparts. This agreement may be signed in counterparts each of which when taken together constitutes a single complete agreement.

Agreed to accept this 16 day of June, 2021.

By: Dr. Marc Puig, Superintendent

By:

Its: South San Antonio ISD

Its: Whatabrands LLC

Dr. Marc Puig, Superintendent of Schools

Whatabrand LLC- Designee

Signature

Signature