

FAMILY SERVICE ASSOCIATION OF SAN ANTONIO, INC.
Memorandum of Agreement
with
UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

PARTIES:

Family Service Association of San Antonio, Inc. (Family Service) and the Uvalde Consolidated Independent School District (UCISD) enter into this memorandum of agreement for the purpose of supporting the planning and implementation of a comprehensive youth leadership programs, family strengthening, parent engagement, and behavioral health programs delivered to underserved school-aged children and their families in a collaborative effort to foster resiliency, increase academic achievement and student attendance, stabilize families and build social capital.

Family Service and community partners are working to address the social determinants of health (SDOH) with a trauma informed lens that affect individuals and families served. SDOH are conditions in environments where people are born, live, learn, work, play, and age that affect a wide range of health and quality of life outcomes and risks, including: poverty, educational barriers, work challenges, economic stability, family conflict, post-traumatic stress disorder, substance abuse, behavioral and mental health disorders, adverse childhood experiences, aging factors, etc.

SERVICES:

Families Strengthening programming within Uvalde CISD:

1. Parent Engagement and Family Strengthening Programming: 8-week FASTevidence-based curriculum, Middle Way Parenting and 10-Week Strengthening Families Curriculum
2. Monthly ongoing follow-up Fastworks sessions that includes all families who successfully complete the program for the purpose of on-going strengthening of the peer network and connection to the community.
3. Case management to include linkages to needed resources

Youth Development programming at Crossroads Academy & Morales Jr. High & Other Campuses as needed:

1. Youth Development in-school evidence based prevention programming
2. Risk screening and case management for linkages to needed resources
3. At-risk youth follow-up and referrals

Comprehensive behavioral and mental health services:

1. Supporting the planning and implementation of comprehensive behavioral and mental health services, working with students to address needs, foster resiliency, learn or increase coping skills, identify ways to manage emotions, working with parents in identifying and achieving goals; working with teachers to identify needs and addressing them accordingly in support of the student and their success.
2. Supporting the planning and implementation of comprehensive mental health services to address needs UCISD staff may have identified, working with the school district to identify needs and receive referrals.

TERM: From September 1, 2026, (the "Effective Date") through August 31, 2027. Subject to annual approval by the UCISD, the term may be renewed for additional periods, after the Agreement is reviewed by both parties for any necessary revisions, unless terminated in accordance with the provisions hereof. Revisions will be incorporated into the Agreement by way of an amendment to the Agreement, which must be signed by both parties.

AGREEMENTS: Family Service agrees to provide the Services, in accordance with this Contract and the General Terms and Conditions set forth in Section IV: General Terms and Conditions.

NOTICE ADDRESSES:

Family Service Association of
San Antonio; Inc.
Mary E Garr, President/CEO
702 San Pedro
San Antonio, Texas 78212

Uvalde Consolidated Independent School District
Dr. Juan Hinojosa
Interim Superintendent
1000 N. Getty St.
Uvalde, Texas 78801

FAMILY SERVICE AND SAISD OBLIGATIONS

SECTION I: SCOPE OF SERVICES –

To deliver these services, Family Service will provide:

1. Program Staff and/or trained team members with off-site supervision; a criminal background check is completed on all new staff and on a yearly basis thereafter;
2. Administrative oversight;
3. Planning, implementation, and oversight of service continuum;
4. Coordination with district staff on identifying participants per service for maximizing outcomes and minimizing duplication of services.
5. Assistance in identifying campus staff members that will serve as point of contact, and needed space for services;
6. Providing parents and/or guardians with information, obtaining consent and service updates;
7. Training and support on curriculum for team members/volunteers as needed;
8. Required documentation of program services and students served;
9. Track and review service outcomes for future development and growth opportunities, and
10. Develop and implement communication and support systems around youth identification, needs and progress among service providers, school and parents.

Uvalde Consolidated Independent School District agrees to support and assist in the following:

1. Provide critical student data (grades, attendance, behavior concerns) for service needs;
2. Coordination with Family Service staff on identifying participants per service for maximizing outcomes and minimizing duplication of services.
3. Designate a contact person for coordination of services;
Assist in identifying campus staff members, student in need of services and needed space; space should be easily accessible by the staff, be confidential and uninterrupted while in session.
4. Assist with informing parents/guardians of services and obtaining consent;
5. Provide space and access to technology, internet services, wireless codes and printing as mutually identified and appropriate for all delivery of services;
Share appropriate pertinent information with Family Service staff to facilitate the referral process;
6. Assist in arranging in-services for teachers, as needed;
7. Provide administration oversight, develop and implement consistent communication with FSA Assigned staff and FSA Director of Rural Services regarding program changes or concerns.

SECTION III: INSURANCE

1. Family Service, at its own expense, shall provide and maintain in force during the term of this MOU comprehensive general liability and risk insurance covering bodily injury, professional liability, sexual abuse, employee conduct and property damage liability in the amounts of \$1,000,000 per incident, \$5,000,000 per aggregate, with the district named as an additional insured, with one or more insurance companies authorized to transact business in Texas.

SECTION IV: GENERAL TERMS AND CONDITIONS

1. This agreement shall be consulted under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this agreement, are performable in Uvalde County.
2. This agreement constitutes the sole and only agreement of the parties to the agreement, and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this agreement.
3. No amendment, modification or alteration of this agreement shall be binding unless it is in writing, dated subsequent to this agreement and only executed by the parties to this agreement.
4. No waiver by the parties here to of any default or breach of any term, condition or covenant of this

agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

SECTION V: INDEMNITY

Family Service and UCISD (as for UCISD, only to the extent allowable by law), agree to mutually indemnify and hold harmless each other, and its officers, agents and employees from any and all lawsuits, claims, actions, losses, damages, claims or liability of any character, type of description, including without limitation, all expenses of litigation, including court costs and attorney's fees, resulting from the injury or death of any person, injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by the negligent act or acts (whether that negligence is the sole or contributory cause of the injury death or damage) of family service association, its agents or employees to the extent allowable under Texas law during the term of this agreement.

SECTION VI: TERMINATION

This agreement may be terminated as follows:

1. If either party commits any breach of or defaults in any terms or conditions of this agreement, including without limitation failing to maintain insurance coverage required by this agreement, either party may terminate this agreement immediately upon written notice of default to the other party,
2. If at any time either party does not have the necessary current licenses, permits or rights required for the performance of its obligations under this agreement, either party shall have the right to cancel this agreement immediately upon written notice to the other party.
3. Either party may terminate this agreement, with or without cause, upon sixty (60) days prior written notice to the other party.
4. The district acknowledges that some services provided by Family Service are contingent upon Family Service's agreement with the stated funders in Section II and if funding is discontinued, Family Service will terminate related services immediately. Family Service will properly notify impacted families, staff and/or campuses.

SECTION VII: MISCELLANEOUS PROVISIONS

1. The district may not assign its rights or obligations under this agreement to a third party without the express prior written consent of Family Service who may withhold such consent in its sole discretion.
2. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times. If, for any reason, any provision or portion of any provision of this agreement is held invalid, such invalidity shall not affect any other provision or portion of any provision not held so invalid and each other provision of this agreement shall continue in full force and effect.
3. If any legal action is commenced or necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

4. All notices given under this agreement must be in writing and delivered to the appropriate

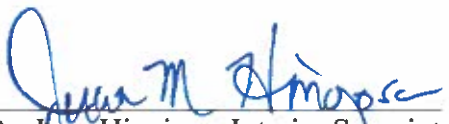
addresses of the parties set forth in the agreement or to any new address provided by a party in accordance with this notice provision. If notice is given by mail, it must be by certified mail, return receipt requested. Notice may also be by facsimile, by courier or overnight delivery. All notices hereunder shall be effective only on actual receipt (as evidenced by signature or by electronic confirmation of a facsimile), except that if notice is given by facsimile on a day that is not a regular business day of the recipient or after 5:00 p.m. On a regular business day of the recipient, such notice shall be effective on the next regular business day of the recipient.

SECTION VIII: REPRESENTATION

Uvalde Consolidated Independent School District represents, warrants and certifies that all information provided to Family Service by the district in connection with this agreement is true and correct in all respects to the best of its knowledge and belief. The execution, delivery and performance of this agreement by the district has been duly authorized, and the person executing this agreement on behalf of San Antonio Independent School District has been duly authorized to do so.

SECTION IX: EXECUTION

This agreement may be executed in multiple counterparts, all of which shall constitute one agreement. A facsimile of an executed counterpart shall have the same effect as the original executed counterpart.

 7/7/2020

Dr. Juan Hinojosa, Interim Superintendent
Uvalde Consolidated Independent School District

Mary E. Garr, President/CEO
Family Service Association of San Antonio, Inc.

OK 6/18/24