



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 12, 2022

Agenda Section: Consent

Agenda Item Title: Memorandum of Understanding Program Agreement Between South San Antonio ISD and Bexar County AIM Peer Mediation Program.

From: Millicent Marcha, Chief Academic Officer

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

Description: AIM Peer Mediation will provide peaceful methods of conflict resolution in schools and the community. Conflict resolution programs promote the individual prosocial behaviors necessary for responsible citizenship and systemic change to create a safe learning environment. This partnership aims to empower elementary, middle, and high schools in SSAISD to establish self-sustaining peer mediation programs in grades 3-12. With the assistance of trained peer mediators, students learn to resolve interpersonal conflicts peer-to-peer with limited staff intervention.

Historical Data: This will be our first year partnering with AIM Peer Mediation.

Recommendation: Approve Memorandum of Understanding Program Agreement Between South San Antonio ISD and AIM Peer Mediation

Purchasing Personnel and Approval Date:

Funding Budget Code and Amount: N/A



MEMORANDUM OF UNDERSTANDING

BETWEEN

Bexar County Office of Criminal Justice Policy, Planning & Programs Dispute Resolution Center/
AIM Peer Mediation Program

AND

South San Antonio Independent School District

This Memorandum of Understanding (MOU) is entered into by and between: Bexar County, through Bexar County Office of Criminal Justice Policy, Planning & Programs Dispute Resolution Center/AIM Peer Mediation Program (COUNTY) and South San Antonio Independent School District (SSAISD). COUNTY and SSAISD may also be referred to herein collectively as "Parties" and singularly each as a "Party."

A. Background.

Bexar County is committed to embedding peaceful methods of conflict resolution in local schools and the community at large. Conflict resolution programs promote the individual prosocial behaviors necessary for responsible citizenship and systemic change to create a safe learning environment. This partnership aims to empower elementary, middle, and high schools in SSAISD to establish self-sustaining peer mediation programs in grades 3-12.

B. Purpose.

For COUNTY to offer training, consultations, and programmatic support to school staff at no cost to SSAISD. SSAISD students or staff trained as peer mediators will develop and model nonviolent communication and collaborative problem solving strategies to manage conflict. With the assistance of trained peer mediators, students learn to resolve interpersonal conflicts peer-to-peer with limited staff intervention. Supported peer mediation programs taking a whole-school approach to conflict resolution create a safer and more positive school environment by:

- Improving lifelong conflict resolution and Social Emotional Learning skills of faculty, staff, and students;
- Reducing time spent on disciplinary incidents by school staff;
- Decreasing the number of disciplinary incidents;
- Preventing disputes from escalating into incidents requiring disciplinary action;
- Cultivating future peacemakers, leaders, and active citizens in our community.

SSAISD seeks to promote nonviolent conflict resolution through awareness, education, and self-sustained peer mediation programs that create a positive school and community climate. By providing nonviolent dispute resolution awareness SSAISD upholds the youth violence prevention and conflict management legislative requirements established in TEC §11.252.

Bexar County and SSAISD wish to enter into a mutually beneficial relationship that is memorialized by this MOU.

C. Term.

This MOU shall be effective beginning with the date of the last signature hereon. The term of this MOU is for a period of one year from the effective date of this agreement and may be extended upon written mutual agreement.

D. Roles and Responsibilities

SSAISD commits to engaging school counselors and social workers to participate in training to implement and sustain campus peer mediation programs. Each program sponsor will collect and maintain data reports for consolidated submissions to Bexar County.

Each organization of this MOU is responsible for its own expenses related to this MOU. There will not be an exchange of funds between the parties for tasks associated with this MOU.

Bexar County and SSAISD will coordinate the scheduling of the presentation of training event(s).

Bexar County will offer:

- Training to school staff on peer mediation, conflict resolution, and implementation strategies.
- Electronic training materials to participants to include:
 - 'Student Training Manual' that teaches conflict resolution and mediation skills;
 - 'Best Practices Guide' and 'Implementation Manual';
 - 'Train-the-Trainer Toolkit' with activities; and
 - Handouts and forms for distribution to support a campus peer mediation program.
- Electronic Certificate of Completion from Bexar County.
- Consultation and coaching services to peer mediation sponsors in facilitating mediation role-plays, mediation techniques, and program implementation and sustainment.
- To coordinate with one designated representative to collect school data reports.

SAISD agrees to:

- Host virtual event(s) to include virtual invitations, participant registration, and technical support to SSAISD participants.
- Designate a key point of contact to manage this MOU. This key contact will maintain frequent communication to further the commitments delineated in this MOU to include data reporting requirements outlined below.
- Assist with all necessary logistics to deliver training event(s) to school staff and to accomplish goals during the year.
- Designate a representative to collaborate, collect, and provide all required monthly, semester, and yearend data reports from campuses to Bexar County by determined deadlines.

E. Reporting. *See Section F. for Definitions.*

SSAISD agrees to submit monthly, semester, and year-end data reports to Bexar County to include the following:

Training Data:

- Number of staff completing training provided by Bexar County per training session
 - *Due within two weeks of training event(s)*
- Number of students trained by SSAISD Peer Mediation Sponsor(s) per month
 - *Due at end of semester*
- Number of trainings conducted by SSAISD Peer Mediation Sponsor(s)
 - *Due at end of semester*

Monthly Data*, due by the 6th:

**Monthly report agreement is in place for existing AIM Program partnership schools.*

- School Name
- Total Number of Student Peer Mediators on Peer Mediation Team Per Month
 - Unduplicated demographic data on student peer mediators:
 - Race
 - Gender
 - Age Group
 - Zip Code
- Total Peer Mediation Sessions Conducted
 - Number of Signed Agreements Resulting from Peer Mediation Sessions
 - Number Unsigned (unresolved) Agreements Resulting from Peer Mediation Sessions
- Number of Disputants Participating in Peer Mediation
 - Unduplicated demographic data on disputants:
 - Race
 - Gender
 - Age Group
 - Zip Code
- Number of Disputants Stating the Mediation Prevented Incident from Escalating
- Number of Disputants Stating They Would Use Peer Mediation Again
- Number of Disciplinary Actions Involving the Disputant *After* Participating in Peer Mediation(s)

Semester Data:

- School Name
- Peer Mediation Sponsor(s) Name
- Number of New Student Mediators Trained Per School
 - Unduplicated demographic data on student peer mediators:
 - Race
 - Gender
 - Age Group
 - Zip Code
- Number of Disputants Participating in Peer Mediation:
 - Unduplicated demographic data on disputants:
 - Race
 - Gender
 - Age Group
 - Zip Code
- Total Peer Mediation Sessions Conducted:

- Number of Signed Agreements Resulting from Peer Mediation Sessions
- Number Unsigned (unresolved) Agreements Resulting from Peer Mediation Sessions
- Number of Disputants Stating the Mediation Prevented Incident from Escalating
- Number of Disputants Stating They Would Use Peer Mediation Again
- Number of Disciplinary Actions Involving the Disputants *After* Participating in Peer Mediation(s)

End of Year Data:

- Number of Disciplinary Actions in Previous Spring Semester for Students in Current Grade Level
- Number of Disciplinary Actions by End of Fall Semester
- Number of Disciplinary Actions by End of Spring Semester
- Attendance Rate Previous Spring Semester for Students in Current Grade Level
- Attendance Rate in Fall Semester
- Attendance Rate in Spring Semester

F. Notices and Addresses

All notices required by this MOU shall be sent to:

If to Bexar County: Al Cortez
 Director, Bexar County Dispute Resolution Center
 Office of Criminal Justice Policy, Planning & Programs
 300 Dolorosa Unit 1102
 San Antonio, TX 78205
 Office Phone: 210-335-2754
 Office Email: acortez@bexar.org

With copies to: Holly Pompa
 AIM Project Manager
 Amigos in Mediation
 101 W. Nueva, Suite 930
 San Antonio, TX 78205
 Office Phone: 210-335-1526
 Office Email: holly.pompa@bexar.org

If to SSAISD: Charlie Gallardo
 Director of Guidance Counseling
 South San Antonio School District
 2707 W. Gerald St.
 San Antonio, Texas 78211
 Office Phone: 210-977-7000 ext:3578
 Office Email: cgallardo@southsanisd.net

G. Definitions.

- Peer Mediation Sponsor - *A counselor, teacher, or designated adult in charge of the campus peer mediation program*
- Peer Mediator - *a student trained in peer mediation and selected as a neutral third party to assist peers in resolving conflicts (designated as a lead or co-mediator during a peer mediation session)*

- Disputant - *one of two (or more) students engaged in a dispute resulting in a student-led peer mediation session*
- Peer Mediation Session - *a voluntary, confidential, and structured process that allows two disputants to work together to resolve a conflict with the assistance of trained peer mediators*
- Agreement Form – *the document used to write out the resolution to a conflict*
- Peer Mediation Agreement (resolved) – *the disputants’ agreed upon resolution outlined in writing and signed on the Agreement Form during a peer mediation session*
- Unresolved Peer Mediation - *a peer mediation session in which disputants do not reach a resolution and an Agreement Form is not signed by the end of the session*
- Dispute Resolution Center - *a department of the Bexar County Office of Criminal Justice Policy, Planning & Programs*
- AIM Peer Mediation Program – *a Dispute Resolution Center program providing training and support to Bexar County schools (grades 3-12) implementing self-sustaining peer mediation programs and restorative practices*

H. Separate Agreement.

Absent a separate written agreement, there will be no exchange of funds between the Parties as a result of this MOU.

COUNTY and SSAISD will each be responsible for its own costs and/or expenses incurred as a result of the Project. Furthermore, the Parties agree that nothing in this MOU shall compel or be interpreted so as to compel either COUNTY or SSAISD to provide more resources than those available, without a separate written agreement.

This MOU does not constitute a binding agreement between the Parties and will not be enforceable. Parties will not have any liability of any kind hereunder or in relation to the training provided hereunder.

I. General.

Nothing in this MOU will be construed to constitute a waiver or relinquishment of any privileges, immunities and/or defenses granted to any of the Parties by virtue of applicable laws.

COUNTY is subject to and must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law.

This MOU may be modified or amended by mutual written agreement signed by an authorized representative of each Party. Such modification or amendment shall enter into force on such date as may be mutually agreed upon by the Parties and shall form a part of this MOU.

This MOU may be executed in any number of counterparts, including facsimile or scanned/emailed PDF documents. Each such counterpart, facsimile, or scanned/emailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed MOU. Electronically executed or electronically transmitted (including via fax) signatures shall have the full force and effect of original signatures.

This Memorandum of Understanding is the complete understanding between Bexar County through Bexar County Office of Criminal Justice Policy, Planning & Programs Dispute Resolution Center/AIM Peer Mediation

Program and South San Antonio Independent School District and may be amended only by written agreement signed by each of the parties involved.

This MOU is executed in duplicate originals the _____ day of _____, 2022.

COUNTY OF BEXAR:

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT:

By: _____
Nelson W. Wolff
County Judge

By: _____
Henry Yzaguirre
Superintendent

Date _____

Date: _____

APPROVED AS TO LEGAL FORM:

By:
Genevieve "Jean" Gill
Assistant Criminal District Attorney
Civil Division

APPROVED AS TO FINANCIAL CONTENT ONLY:

BY: _____
LEO S. CALDERA, CIA, CGAP
County Auditor

BY: _____
DAVID SMITH
County Manager