



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: January 24, 2024

Agenda Section: Consent

Agenda Item Title: Approve the agreement between Bexar County Municipal, County Police, and Fire Agencies and SSAISD.

From/Presenters: Millicent Marcha, Chief Academic Officer
Charlie Gallardo, Director of Guidance and Counseling

Description: If a student is involved in a crisis situation the Public Safety Agencies will send SSAISD notification emails with the following data: student name, student age and/or date of birth, student grade, and student school name. Throughout the following days, the school will monitor the student to ensure their well-being.

Historical Data: This is an annual partnership between SSAISD and Handle with Care.

Recommendation: Approve the agreement between Bexar County Municipal, County Police, and Fire Agencies and SSAISD.

Purchasing Director and Approval Date: N/A

Funding Budget Code and Amount: N/A

Goal: 4. SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
Bexar County Municipal and County Police and Fire Agencies
AND THE
Bexar County School Districts and Charter Schools

This Memorandum of Understanding (“Agreement”) is entered into by and between the undersigned school districts, which are political subdivisions of the State of Texas, and charter schools, which are quasi-public schools created under Chapter 12 of the Texas Education Code (“Schools”), and the Bexar County municipal and county police and fire agencies (“Public Safety Agencies”). All entities may be referred to collectively as the “Parties.”

1. Statement of Purpose

- 1.1. The Schools are committed to assisting underprivileged and economically disadvantaged students while eliminating barriers to their successful education.
- 1.2. Schools have students who are enrolled and are experiencing extraordinary events outside of the school day that involve law, policing and fire agencies.
- 1.3. In order to participate in the program, Handle With Care, the Schools will partner with Public Safety Agencies through a Memorandum of Understanding.
- 1.4. The best interests of the Schools’ underprivileged, economically disadvantaged and crime-affected students will be served by the mutual support of the Schools and Public Safety Agencies as described herein.
- 1.5. The Handle With Care program entails Public Safety Agencies sending a confidential notification to Schools whose students may have experienced a traumatic event that required a police or fire response in the community. The School’s trained staff would then provide the appropriate care to the student at the school following the incident.

2. District and Charter School Obligations

The Schools agree to provide the following to the Public Safety Agencies if the purposes identified above continue to be met and the appropriate controls continue to be implemented.

- 2.1. Schools shall utilize current staff members and resources to operate and facilitate information distribution.
- 2.2. Schools will be responsible for distributing Public Safety Agency’s notifications to School’s campus principals and their two points of contact.

- 2.3. Schools will count:
 - 2.3.1. Total number of notifications each campus receives.
 - 2.3.2. Total number of counselor referrals related to the notification events.
 - 2.3.3. Total number of administrative referrals related to the notification events.
- 2.4. Schools will coordinate the delivery of the data to municipal and county policing and fire agencies.
- 2.5. Schools will maintain and control all supporting documentation relating to data collection, students list, and any additional identifying student data.

3. Municipal and County Policing and Fire Agencies

- 3.1. Public Safety Agencies agree to provide the following to the Schools, provided that the purposes identified above continue to be met and the appropriate controls continue to be implemented.
- 3.2. Public Safety Agencies shall serve as the point of contact for notifications delivered to district and charter Schools.
- 3.3. Public Safety Agencies will send district and charter schools notification emails to handlewithcare@xxxxisd.net with the following data:
 - 3.3.1 Student name
 - 3.3.2. Student age and/or date of birth
 - 3.3.3. Student grade
 - 3.3.4. Student school name

4. Terms and Termination

- 4.1. This Agreement shall become effective upon execution by the Parties and will remain in effect through the **2024-2025** school year unless extension or earlier termination shall occur pursuant to the terms of this agreement. This Agreement may be renewed by mutual consent of the Parties.
- 4.2. Public Safety Agencies and Schools understand and mutually agree that this Agreement may be terminated by either party upon giving thirty (30) days' written notice to the other party. Notice is said to be given when the written notice is received by the other party.

5. Amendment

- 5.1. 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 mutually agreed to by the Parties.

6. Assigning Interest

- 6.1. No party shall transfer or assign any interest in this Agreement without the prior written consent of the other party.

7. Compliance

- 7.1. Schools and Public Safety Agencies agree to comply with all federal and state laws regarding nondiscrimination in the execution of this Agreement. In accordance therewith, Schools and Public Safety Agencies shall ensure that no person is denied benefits hereunder on the basis of race, color, national origin, religion, gender, age, handicap, or political affiliation.

8. Indemnity

- 8.1 Schools and Public Safety Agencies acknowledge that they are governmental entities, and that neither party indemnifies the other party. The Parties agree, however, to notify the other party if they are provided notice of a lawsuit or potential lawsuit related in any manner to this agreement between the Parties.
- 8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE, STIPULATE, AND AGREE THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO THE PARTIES UNDER APPLICABLE LAW.

9. Relationship of the Parties

- 9.1 Schools and Public Safety Agencies agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and of its agents or employees in conjunction with the performance of work covered under this Agreement. Schools and Public Safety Agencies agree that each entity shall be responsible for any liability or damages of its personnel.
- 9.2 This agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries.
- 9.3 Schools and Public Safety Agencies understand and agree that neither party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

10. Notices

- 10.1. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and delivered in person and/or mailed, postage prepaid, or faxed to the addresses set forth below on attached signature pages:

Name of participating Public Safety Agency or School District
Point of Contact: .

Mailing Address:

City: TX 782xx

Phone number:

11. Miscellaneous Terms

- 11.1. Full Agreement. This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.
- 11.2. Authority. The signers of this Agreement, by placing their respective signatures below, represent and warrant that they have full authority to execute this Agreement on behalf of the Respective party each represents.
- 11.3. Severability. 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 invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The Parties further agree that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to be invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.
- 11.4. 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.
- 11.5. Law of State to Govern. The validity, enforceability and interpretation of any provision of this Agreement will be determined and governed by the substantive and procedural laws of the State of Texas. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Bexar County, Texas.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED ON THIS

_____ DAY OF _____, 2024.

Name of Public Safety Agency or School

Name

Authorized Official's Title