

Memorandum of Understanding (MOU)
Between Education Service Center, Region 20 (ESC-20) and school systems
within the Region 20 area regarding Critical Incident Response Cluster Teams
(CIRT).

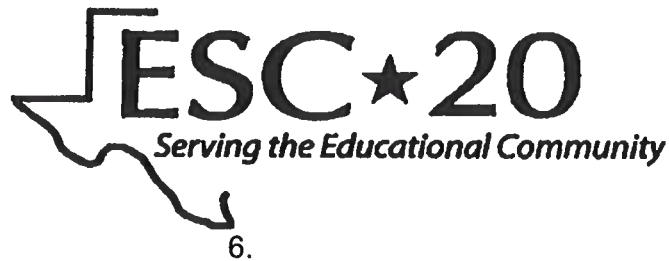
Definition:

Crisis: "Crisis" shall include but not be limited to situations involving the death of a student, staff member, by suicide, substance abuse, illness, or accident. Crisis can also include events that impact school safety such as lockdowns, school shootings, etc. These events are sudden, unexpected, or unanticipated and disrupt the school day and may interfere with teaching, learning, attendance, and behavior.

Statement of Services:

I. School System shall

- A. Require attendance to both the Fall and Spring CIRT team meetings.
- B. New CIRT members from school systems must attend New Member training in the fall.
- C. Updated Contact information must be completed by the end of September of each school year.
- D. SB 12 requirements in place.
 1. School System must notify the school community about crisis counselors being on campus for responsive services.
 2. School system must provide a copy or screenshot of the notice of Project Manager of Critical Incident Preparedness and Response
 3. School system must provide crisis counselors with a list of students who may be seen in the crisis counseling center.
 4. School system must designate a staff member to contact parents by phone or school messaging system to gain permission for any student to speak to the crisis counselors if permission has not been previously granted.
 5. School Systems is expected to share crisis data with ESC-20 for data collection purposes and needs assessment for the program.



II. ESC- 20 shall

- A. Offer various professional development opportunities toward prevention, intervention and postvention strategies to maintain a positive climate and culture amongst staff and students.

May include: recognize warning signs of students in distress, suicidal ideation and threats to harm others. Training on processes and protocols, as well as coordination on how to respond after a crisis.

- B. Provide assistance from the Project Manager of Critical Incident Preparedness and Response. This could be in the form of consultation, resources provided, on-site crisis counselors or local agency support. This support could be delayed if SB12 requirements are not in place or if crisis counselors are not readily available.
- C. Out of Cluster Support: The Education Service Center Region 20 will only provide crisis services outside of the assigned clusters, if the school system has SB 12 requirements in place and has exhausted all resources for support. This would require collaboration with active cluster teams.



III. Limitations of Services and Liability:



The following limitations and responsibilities are acknowledged by both parties:
Indemnification and Release of Liability: The District of Record agrees to indemnify and hold harmless the Service Center and its employees, agents, volunteers, and Response



Personnel from any and all claims, liabilities, damages, or expenses (including legal fees) arising from the actions of any individual acting outside the scope of their duties as outlined in this MOU. The Service Center is released from responsibility for

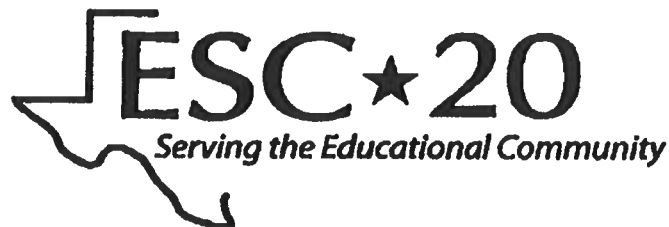
any fault or responsibility of personal actions or decisions by individuals who act outside of the expected behavior and interactions defined by the Service Center's policies and this agreement. This release extends to individuals who are not employed by the Service Center or acting at its direct invitation.

IV. Legal Coverage:

Response Personnel, when acting within the scope of their duties as defined by this MOU, are covered by the Service Center's general liability and professional liability insurance policies. Participating Districts of Record will have the responsibility of providing parental notification of ESC Region 20 personnel and ESC Region 20 School Crisis Response Field Team members in accordance with TEC § 26.009(a)(a-2) (Parental Rights and Responsibilities).

V. Non-Therapeutic Services:

Services provided by Response Personnel are for crisis intervention and debriefing, and are not considered therapy. Response Personnel will not engage in long-term counseling or mental health therapy with any individual. The School District (District) is solely responsible for ensuring compliance with all Texas Education Code provisions relative to providing crisis response support and mental health support for students in their school setting(s), including TEC § 26.004(a)(1), regarding required parental or guardian consent for student interaction with the ESC Crisis Response Team (ESC Team) for grief support or Psychological First Aid services and or materials. The District must provide the ESC Team Lead with a definitive, real-time list of any student(s) whose parent or guardian has explicitly refused consent, ensuring this non-consent status is conveyed directly to all deployed ESC Region 20 School Crisis Response Team members and School Crisis Response Field Team Members. The ESC Region 20 Crisis Response Team is absolved of the responsibility for verifying individual parental consent status and shall act in good faith reliance on the non-consent information, or lack thereof, provided exclusively by the District. Consequently,



the District agrees to indemnify, defend, and hold harmless the Education Service Center and its personnel from all liabilities arising from the ESC Team.

VI. Term of Agreement and Termination

- A. This MOU shall commence on the effective date of August 31 and shall continue for a period of one year from effective date, after which it shall automatically renew for consecutive one year renewal terms, unless terminated by either party as provided herein. Failure of services may cause termination of the MOU on either party.

PRIMARY CONTACTS. The primary contacts for this Memorandum of Understanding are:

Education Service Center, Region 20

Susan Salinas

Project Manager, Critical Incident Preparedness and Response

Phone: 210-370-5723

Email: susan.salinas@esc20.net

School System

Name

Title

Phone:

Email:

VII. Authorization

IN WITNESS WHEREOF, the parties hereto have duly executed this MOU by their respective duly authorized representatives as evidenced by their signatures below.

Jeff Goldhorn, Ph. D.

Executive Director

Education Service Center, Region 20

Date



Authorized Signature

Title

School System

Date