



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: November 20, 2019

Purpose: [ ] Presentation/Report [ ] Recognition [ ] Discussion/ Possible Action

[ ] Closed/Executive Session [ ] Work Session [ ] Discussion Only X Consent

From: Charlie Gallardo, Coordinator of Guidance and Counseling

Item Title: Approval of Handle With Care Memorandum of Understanding (MOU)

Description:

The Handle With Care (HWC) program promotes a school-community partnership aimed at ensuring that children who are exposed to trauma in their home or community receive appropriate interventions to help them heal and thrive to the best of their ability, despite the traumatic circumstances they experienced. The ultimate goal of the program is to help students to succeed in school. As part of the program, school staff will be notified when one of their students is involved in, or is witness to a traumatic event. When a law enforcement officer encounters a child during a call, a confidential message will be sent from law enforcement to the child's school before the start of the next school day, alerting staff to "handle the student with care." The notice from law enforcement will not include details of the incident; however, school staff will then know to be especially attentive to the child's needs and sensitive to his/her circumstances outside of school. Examples of the types of incidents that may generate a Handle With Care notice include the arrest of household member, a drug/alcohol overdose of a family member, the death/suicide of a family member, an incident of domestic violence, or devastating loss, such as a house fire.

Historical Data:

This will be the first year of implementation.

Recommendation:

Approve proposed MOU

District Goal/Strategy:

Strategy 5: We will promote and ensure a safe and secure learning environment for all students.

Funding Budget Code and Amount:

CFO Approval

N/A

APPROVED BY: SIGNATURE DATE

Chief Officer:

Superintendent:

[Signature] 11.12.19

**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 (the "Agreement") is entered into by and between the undersigned school districts, who are political subdivisions of the State of Texas, and charter schools, who are quasi-public schools created under Chapter 12 of the Texas Education Code ("School District", "Charter" or the "District"), and the Bexar County municipal and county police and fire agencies ("Municipal and County Policing and Fire Agencies"). All entities may be referred to collectively as the "Parties."

**1. Statement of Purpose**

- 1.1. The school districts and charter schools are committed to assisting underprivileged and economically disadvantaged students while eliminating barriers to their successful education.
- 1.2. School districts and charter 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 pilot program, Handle With Care, the school districts and charter schools will partner with the municipal and county policing and fire agencies through a Memorandum of Understanding.
- 1.4. The best interests of the districts and charter schools underprivileged, economically disadvantaged and crime-affected students will be served by the mutual support of the District and Charter Schools and municipal and county policing and fire agencies as described herein.
- 1.5. The Handle With Care program entails municipal and county policing and fire agency officers sending a confidential notification to school districts and charter 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 District and Charter Schools, agree to provide the following to the municipal and county policing and fire agencies if the purposes identified above continue to be met and the appropriate controls continue to be implemented.

- 2.1. District and Charter Schools, shall utilize current staff members and resources to operate and facilitate information distribution.
- 2.2. District and Charter Schools will be responsible for distributing municipal and county policing and fire agencies notifications to district's and charter school's campus principals and their two points of contact.
- 2.3. District and Charter Schools will count:
  - 2.3.1. Total number of notifications each pilot 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. District and Charter Schools will coordinate the delivery of the pilot data to municipal and county policing and fire agencies.
- 2.5. District and Charter Schools will maintain and control all supporting documentation relating to pilot data collection, students lists, and any additional identifying student data.

### **3. Municipal and County Policing and Fire Agencies**

The municipal and county policing and fire agencies agrees to provide the following to the District, provided that the purposes identified above continue to be met and the appropriate controls continue to be implemented.

- 3.1. The municipal and county policing and fire agencies shall serve as the point of contact for notifications delivered to district and charter Schools.
- 3.2. The municipal and county policing and fire agencies will send district and charter schools notification emails to [handlewithcare@xxxxisd.net](mailto:handlewithcare@xxxxisd.net) with the following data:
  - 3.2.1. Student name
  - 3.2.2. Student age
  - 3.2.3. Student grade
  - 3.2.4. 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 2019-20 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 for up to two (2) successive one (1) year terms (each, a "Renewal Term"). Any Renewal Term(s) shall be in writing, and signed by the Parties.

- 4.2. SAPD and district and charter 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. Neither party shall transfer or assign any interest in this Agreement without the prior written consent of the other party.

#### **7. Compliance**

- 7.1. Districts and charter schools and municipal and county policing and fire agencies agree to comply with all federal and state laws regarding nondiscrimination in the execution of this Agreement. In accordance therewith, districts and charter schools and the municipal and county policing and fire 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 SAPD and district and charter schools 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 ACKNOWLEDGES, STIPULATES, AND AGREES 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 Municipal and county policing and fire agencies and district and charter schools 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. municipal and county policing and fire agencies and district and charter schools 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 The district and charter schools and the municipal and county policing and fire 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:

**South San Antonio ISD**

Student Support Services

Attn: Denise Orosco

5622 Ray Ellison

San Antonio, TX 78242

Phone: (210)-977-7000

**SAPD**

San Antonio Police Department

Attn: Doug Greene

315 S. Santa Rosa Ave

San Antonio, Texas 78207

Ph -210-207-4849

## 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.

11.6. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE PARTIES (PUBLIC ENTITIES) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO ON THE PARTIE'S PROPERTY; DISCLAIMERS AND LIMITATIONS TO WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS, AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS, AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF HIRD PARTIES; PAYEMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTIONS; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON THE DISTRICT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED ON THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.



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**Handle With Care**

**South San Antonio ISD**

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Mrs. Dolores Sendejo  
Interim Superintendent