



## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

### Agenda Item Summary

Meeting Date: July 21, 2025

A handwritten signature in black ink, appearing to be 'JG', is written over the meeting date.

Agenda Section: Consent Agenda

Agenda Item Title: Approve the Memorandum of Understanding between Child Safe and SSAISD.

From: Dr. Jennifer Gutierrez, Deputy Superintendent

Additional Presenters if Applicable: Rosemary Morales, Director of Guidance & Counseling

Description: ChildSafe conducts educational programs and training on preventing, recognizing, and reporting child abuse and neglect. Child Safe is able to provide training applicable to all school personnel, parents, and students consisting of in-person and online training in the subjects of child safety, child maltreatments, trauma-informed care and internet safety.

Historical Data: SSAISD has had a partnership with Child Safe since SY 2019-2020.

Recommendation: Approve the Memorandum of Understanding between Child Safe 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.



ChildSafe  
Expert Care for Abused Children  
Especializando en el Tratamiento de Niños Abusados

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between **South San Antonio ISD Independent School District ("SSAISD")**, and **ChildSafe**, a nonprofit. The purpose of this MOU is to honor the nature of their relationship and mutually acknowledge the respective obligations and rights of the parties.

This agreement shall be effective starting **2025-2026** academic school year. It shall automatically renew annually for successive one-year terms unless terminated following the provisions of this MOU.

### 1. Background of the Parties

**(SOUTH SAN ANTONIO ISD)** is an independent school district that provides public education services in Bexar County, Texas. ChildSafe partners with state, county, and local governmental entities to provide services to abused and neglected children within Bexar County. As part of this mission, ChildSafe conducts educational programs and training on preventing, recognizing, and reporting child abuse and neglect.

### 2. Purpose

This MOU supports public educational purposes, as the Texas Education Agency (TEA) requires, pursuant to the Texas Education Code (TEC) §38.0041. TEA mandates that districts and charter schools provide training to all employees regarding prevention techniques and recognition of sexual abuse and all other maltreatment of children.

Additionally, ChildSafe offers a variety of in-person and online trainings related to child safety, child maltreatment, trauma-informed care, and internet safety, available to **SSAISD** at pre-negotiated rates.

### 3. Responsibilities of **South San Antonio ISD**:

1. For the years of this agreement, **SSAISD** has access to ChildSafe's training materials on its website and in-person professional development training at pre-negotiated fees. The pre-negotiated rate for training for this MOU is \$0.
2. Designate a representative to coordinate activities and communications with ChildSafe.
3. Use its best efforts to schedule all trainings at least two (2) weeks in advance.
4. Use its best efforts to schedule trainings during April and August at least two (2) months in advance due to high demand. Training is not considered confirmed until approved by ChildSafe's Education Department.
5. Use its best efforts to begin all trainings on time and allocate the full recommended time per session.
6. Will not redistribute ChildSafe content in any form without ChildSafe's expressed written consent.

### 4. Responsibilities of ChildSafe:

1. Use its best efforts to provide training modules in English or Spanish that meet TEA requirements.
2. Allow **SSAISD** to grant parents free access to the **ChildSafe** training portal for the duration of the agreement.



ChildSafe

Expert Care for Abused Children  
Especializando en el Tratamiento de Niños Abusados

3. Provide additional in-person and online training to school personnel, students, and parents on child safety, child maltreatment, trauma-informed care, internet safety, etc.
4. Provide **SSAISD** with training completion data for its employees in compliance with TEA record-keeping requirements.
5. Comply with all **SSAISD** policies and procedures relating to facility and equipment use.
6. Abide by all applicable statutes and regulations governing nonprofit organizations.
7. Ensure all **ChildSafe** employees have cleared criminal background and child abuse checks via the Texas Department of Public Safety and the Texas Department of Family and Protective Services.

#### 5. SSAISD Employees Volunteering for ChildSafe

Employees of (**ISD**) who volunteer for ChildSafe shall not receive supplemental compensation from **SSAISD** or ChildSafe. Employees of **SSAISD** shall not volunteer during their official work hours unless permission from their campus administration or **SSAISD** has been granted before volunteering.

#### 6. Liabilities

Each party is responsible for its own negligent acts or omissions and those of its officers, employees, or agents, to the extent provided by law. Neither party is an agent of the other.

#### 7. No Waiver of Immunity

This MOU does not waive any immunity or other protection afforded to **SSAISD**. **SSAISD** does not control the operations of **ChildSafe**, and both parties remain independent legal entities.

#### 8. Contact Information

Each party shall provide in writing the Name and contact information of the representative responsible for the implementation of this MOU.

#### 9. Entire Agreement

This MOU constitutes the entire agreement between the parties and supersedes all previous agreements, representations, or understandings regarding the subject matter, whether written or oral.

#### 10. Applicable Law and Venue

The laws of the State of Texas shall govern this MOU. The venue for any action related to this MOU shall be exclusively Bexar County, Texas.

#### 11. Termination and Renewal

This MOU shall be effective for the **2025-2026** academic year and automatically renew annually unless either party provides thirty (30) days' written notice of its intent not to renew. Either party may terminate the agreement with ninety (90) days' written notice. Any changes to this MOU must be made in writing and signed by both parties.





ChildSafe

Expert Care for Abused Children  
Especializando en el Tratamiento de Niños Abusados

Neither party shall be held liable for any failure or delay in performance under this MOU due to causes beyond its reasonable control, including but not limited to natural disasters, pandemics, or governmental actions.

## 12. FERPA and Data Privacy

Both parties agree to comply with the Family Educational Rights and Privacy Act (FERPA), HIPAA (where applicable), and all relevant state and federal laws regarding data privacy and student information.

## Designation of Point of Contact

Due to the partnership that **South San Antonio** Independent School District has with ChildSafe, we would like to ensure the best quality and effectiveness for completing training on the annually required topic of Child Abuse and Neglect. By submitting your district's MOU, you also agree to make the following commitments to assist with the successful release of the training:

- Provide ChildSafe Education Staff with a central point of contact (POC). The POC will:
  - Communicate directly with ChildSafe's Education Director & staff
  - Notify all employees about the training and any deadlines for its completion
  - Review overall progress with and receive regularly scheduled reports from a member of ChildSafe's Education Department.

**Please identify the Point of Contact in the space below:**

Full Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Office Location (Address): \_\_\_\_\_

- ChildSafe requires the POC to assign a start date for training.

Start Date: \_\_\_\_\_

I, \_\_\_\_\_, have read and agree with the requirements listed above and will ensure the appropriate implementation of our training needs.

**Signed and entered Memorandum of Understanding on** \_\_\_\_\_.

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Randy McGibeny, ChildSafe President & CEO