



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 21, 2020

- Purpose: [ ] Presentation/Report [ ] Recognition [ ] Discussion/ Possible Action
[ ] Closed/Executive Session [ ] Work Session [ ] Discussion Only [x] Consent

From: Charlie Gallardo, Director of Guidance and Counseling

Item Title: Approve the MOU Between ChildSafe and SSAISD

Description: ChildSafe conducts educational programs and training on preventing, recognizing, and reporting child abuse and neglect. They are able to provide trainings 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: This will be our first year having an MOU with Childsafe.

Recommendation: Approve the MOU Between ChildSafe and SSAISD

District Goal/Strategy:

Strategy 4 We will build partnerships with businesses and the community to promote parental involvement, support opportunities for student success, and increase student attendance and enrollment.

Funding Budget Code and Amount: N/A

Table with 3 columns: APPROVED BY, SIGNATURE, DATE. Rows for Chief Officer, CFO Funding Approval, and Superintendent.



## Memorandum of Understanding between South San Antonio ISD and ChildSafe

1. **Parties:** This Memorandum of Understanding (MOU) is entered into by South San Antonio Independent School District (SSISD) and ChildSafe to memorialize the nature of their relationship and mutually acknowledge the respective obligations and rights of the parties. This agreement is for 1 year and will renew prior to the start of the following academic year.

SSISD is an independent school district and, as such, is a political subdivision of the State of Texas. ChildSafe is a nonprofit statutorily-created entity formed in Bexar County and incorporated in Texas. ChildSafe partners with state, county, and local governmental entities to provide services to abused and neglected children within Bexar County, Texas. As part of this effort, ChildSafe conducts educational programs and training on preventing, recognizing, and reporting child abuse and neglect.

2. **School Purpose:** ChildSafe and SSISD agree that public educational purposes are served by entering into this MOU because, among other reasons, the Texas Education Agency has mandated that pursuant to Texas Education Code, (TEC) §38.0041, districts and charter schools are required to provide, to all district and charter school employees, training concerning prevention techniques for and recognition of sexual abuse and all other maltreatment of children

Additionally, ChildSafe is able to provide a variety of in-person/virtual trainings related to child safety, child maltreatments, trauma-informed care and internet safety for which this school district may avail itself at pre-negotiated fees.

3. **Responsibilities of SSISD :**

- a. For the year of this agreement SSISD will have access to the educational materials on ChildSafe's training website at the cost of pre-negotiated fees.
- b. Designate a representative to interact with ChildSafe for purposes of coordinating ChildSafe activities and programs with SSISD.
- c. SSISD will schedule all trainings with ChildSafe at least two weeks prior to the date desired.
- d. Due to a high volume of training requests in the months of April and August, trainings should be scheduled a minimum of two months in advance.
- e. Presentations are not guaranteed unless confirmed by a representative of ChildSafe's Prevention & Community Awareness Department.
- f. SSISD will begin all trainings on the designated date and time and allot the recommended timeframe for each class as recommended by ChildSafe.

4. **Responsibilities of ChildSafe:**

- a. Use its best efforts to provide training in English or Spanish on ChildSafe's online website, *ChildSave*®, which meets the Texas Education Agency's mandate.
- b. Allow SSISD to grant parents free access to the parent portion of ChildSafe's training website, *ChildSave*®, for the duration of this agreement.
- c. Provide additional trainings 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. Additional fees may apply.

- d. Provide all data for SSISD employees who take any training offered by ChildSafe in compliance with the record keeping requirements of the Texas Education Agency.
  - e. Abide by all policies, guidelines, and procedures of SSISD related to facility and equipment use, and abide by all other applicable policies, guidelines, and procedures of SSISD that would reasonably apply to ChildSafe.
  - f. Abide by all statutes governing and applicable to nonprofit organizations.
  - g. Guarantee that all ChildSafe employees have clear criminal and child abuse history confirmed by background checks through the Texas Department of Public Safety and the Texas Department of Family and Protective Services.
5. **SSISD Employees:** Employees of SSISD who volunteer for the benefit of ChildSafe shall not be entitled to receive supplemental compensation from either SSISD or ChildSafe. Employees of SSISD who volunteer for the benefit of ChildSafe shall not do so during their work day.
  6. **Liabilities:** Neither party to this MOU is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, or agents to the extent provided by federal and state law.
  7. **No Waiver:** SSISD and ChildSafe are separate legal entities. Although SSISD determined that a school purpose is filled by this MOU with ChildSafe, SSISD does not control the operations of ChildSafe and does not waive any immunity from liability or suit by entering this MOU.
  8. **Contact Information:** SSISD and ChildSafe agree to furnish each other in writing the name and contact information for the person responsible for implementing this MOU.
  9. **Entire Agreement:** This MOU constitutes the entire agreement between the parties and supersedes all previous Memoranda of Understanding, agreements, promises, representations, understandings, and negotiations, whether written or oral, between the parties with respect to the subject matter herein.
  10. **Applicable Law and Venue:** This MOU shall be governed by, and its provisions construed in accordance with, the laws of the State of Texas. Venue for any action arising from or related to this MOU shall be Bexar County, Texas.
  11. **Termination:** This MOU will be in effect for the 2020/2021 academic school year. This MOU shall renew on an annual basis for one (1) one year period at a time under the terms and conditions, unless either party gives thirty (30) days written notice to the other party of its intent not to renew this MOU on or before the expiration of the term or any renewal term of this MOU. Either party may terminate this MOU at any time with ninety (90) days written notice to the other party. The terms of this MOU may not be altered without the written consent of both parties.

ChildSafe would like to thank you for your partnership and participation in *ChildSave*<sup>®</sup> along with keeping the safety of children a priority in your school district!

## Designation of Point of Contact

Due to the partnership that \_\_\_\_\_ Independent School District has with ChildSafe, we would like to ensure the best quality and effectiveness for completing online training on the very important and annually required topic of Child Abuse and Neglect. By submitting your district's (or charter school's) MOU, you are agreeing to also make the following commitments in order to assist with the successful release of the training to employees:

- Provide ChildSafe Prevention & Community Awareness Specialist with a main point of contact (POC). The POC will:
  - communicate directly with ChildSafe's Online Training Coordinator,
  - notify all employees about the training and the deadline for its completion,
  - review overall progress with and receive monthly reports from the Online Training Coordinator.

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 start and completion dates for the online training.

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

Completion Date: \_\_\_\_\_

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

Signed and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

BY \_\_\_\_\_  
Dr. Marc Puig, South San Antonio Independent School District Superintendent

BY: \_\_\_\_\_  
Kim Abernethy, ChildSafe President & CEO

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