



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: May 17, 2023

Agenda Section: Consent

Agenda Item Title: Memorandum of Understanding between Childsafe and SSAISD

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Charlie Gallardo, Director of Guidance and Counseling

Description: ChildSafe conducts educational programs and training on preventing, recognizing, and reporting child abuse and neglect. They are 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: This will be the fourth year that SSAISD partners with Childsafe. The board approved the same agreement with Childsafe on July 21, 2021.

Recommendation: Approve the memorandum of understanding between Childsafe and SSAISD.

Purchasing Director and Approval Date:

Funding Budget Code and Amount: No cost



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 honor the nature of their relationship and mutually acknowledge the respective obligations and rights of the parties. This agreement is for two years and will renew prior to the start of the third 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 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 years 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 to secure service.
 - 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.
 - g. SSISD will not redistribute ChildSafe content (in any form) without expressed written consent from ChildSafe.
4. **Responsibilities of ChildSafe:**
 - a. Use its best efforts to provide training in English or Spanish on ChildSafe's online website, 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, 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.
 - 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 provide 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 SSISD academic school year. This MOU shall renew on an annual basis for one (2) two 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.



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 online training on the annually required topic of Child Abuse and Neglect. By submitting your district'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 Staff with a main point of contact (POC). The POC will:
 - communicate directly with ChildSafe's Training Coordinator,
 - notify all employees about the training and the deadline for its completion,
 - review overall progress with and receive regularly scheduled reports from the Training Coordinator.

Please identify the Point of Contact in the space below:

Full Name: Charlie Gallardo

Email Address: cgallardo@southsanisd.net

Phone Number: 210-977-7304

Office Location (Address): 2707 W. Gerald, San Antonio, TX 78211

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

Start Date: June 2023

I, Henry Yzaguirre, have read and agree with the requirements listed above and those listed on **Attachment A** that will ensure the appropriate implementation of our training needs.

Signed and entered into Memorandum of Understanding on _____.

BY _____ **Date:** _____

Superintendent

BY: _____ **Date:** _____

Kim Abernethy, ChildSafe President & CEO