

## Memorandum of Agreement

**This Agreement**, is made as of the 31<sup>st</sup> day of July, 2020, by Beau Biden Foundation for the Protection of Children Shield of Protection® (“BBF”) and Arlington County, Virginia, acting through the Arlington County Department of Parks and Recreation (“DPR”) collectively referred to as the “Parties.”

### WITNESSETH:

WHEREAS, BBF was established to honor the life of Attorney General Beau Biden. The Foundation, located at 4601 Concord Pike, Wilmington, DE, believes that child abuse can be prevented through effectively educating adults and children, developing the next generation of child welfare professionals and strengthening child protection policies and laws around the country; and

WHEREAS, DPR is an agency of Arlington County that provides various recreational programs, many of which serve children; and

WHEREAS, DPR desires to achieve the highest level of child protection in its programs and policies; and

WHEREAS, BBF offers the *Shield of Protection*® assessment program which examines youth and family serving organizations’ child protection policies, procedures and programming to assist organizations such as DPR in providing enhanced child protection; and

WHEREAS, The *Shield of Protection* Assessment allows organizations to assess their current level of child protection practices and programs across two areas: Organizational (Policies & Processes, Staff & Volunteer Training) and Youth and Caretaker (Programming, Education and Resources). This assessment includes specific questions regarding each of the two targeted areas. The measures within each area employ standards from multiple disciplinary fields that relate to child protection and safeguarding, including those that incorporate input from subject matter area experts, and have been proven to reduce vulnerabilities for children.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants, promises and duties contained herein, the Parties agree as follows:

### **BBF Responsibilities**

#### Assessment

1. BBF will perform an assessment of DPR programs to identify the areas of strength and weakness in their child protection policies, procedures, practices, and trainings.

#### Custom Implementation Plan Development and Implementation

Beau Biden Foundation’s Shield of Protection®  
Arlington County Department of Parks and Recreation  
Arlington, VA

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### *Plan Development*

Upon completion of the assessment, BBF will develop a customized written implementation plan that includes recommendations to DPR for improvement, showing the steps that should be taken to improve the safety of the youth they serve. BBF will:

- a) Based on specific needs, provide area-specific resources and trainings to support DPR.
- b) Work with DPR to prepare a reasonable timeline for implementation of plan recommendations.

### *Implementation*

Upon completion of the Plan Development, BBF will:

- a) Track the organization's progress through the implementation plan and provide outreach and support as required.
- b) Conduct appropriate trainings. Trainings that are not covered under the Shield of Protection may be provided at additional cost as outlined in BBF's Summary of Services (Attachment A).
- c) Ensure that BBF's Program Director or other staff will be available to conduct site visits, help with resource tables at parent/community events, and provide additional resources for caretakers.

### Subsequent and Additional Assessments, Final Certification

Once the implementation plan has been developed and implemented, a subsequent assessment will be conducted in order to formally assess and recognize the organization's strengthened level of child protection, or in order to develop an additional implementation plan if deemed necessary. Upon completion of the subsequent assessment, and the additional assessment if necessary, DPR will receive the BBF *Shield of Protection* certification upon a determination by BBF that DPR has met all BBF requirements for such certification. DPR may display the BBF Shield of Protection in DPR materials and communications, such as flyers, emails, and web banners for their websites in order to demonstrate their *Shield of Protection* achievement status.

### DPR Responsibilities

DPR will be responsible for:

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1. Sharing organizational policies and processes related to background checks, child pick-up, and staffing.
2. Sharing information related to the DPR's offerings of trainings and resources for staff, volunteers, and parents.
3. Sharing information related to the DPR's offerings of youth programming and education such as basic personal safety, Internet safety, bullying prevention, and community engagement.
4. Completing an initial assessment with BBF staff to determine if DPR has already achieved/implemented standard best practices in child protection.
5. If standard or best practices have not been achieved/implemented in all areas, making improvements based on recommendations provided in the implementation plan provided by BBF.
6. Completing subsequent assessments, as needed, in order to determine if standard or best practices have been achieved or if additional activities are necessary.
7. After earning the *Shield of Protection*, DPR shall submit to an annual check-up. This is intended to ensure compliance with standards set forth and acknowledge progressive steps taken towards youth protection. **The *Shield of Protection* is revocable if standards fall below expectations set forth in their respective assessment.**

#### **Financial Requirements**

Within thirty (30) days of completion of The *Shield of Protection* assessment and policy implementation, DPR will pay BBF three thousand dollars (\$3,000.00).

#### **Virginia Freedom of Information Act**

BBF understands that DPR as an agency of Arlington County is subject to the terms and provisions of Code of Virginia §§ 2.2-3700 et. seq., the Virginia Freedom of Information Act ("VFOIA"). All public records in the County's custody, possession or control will be open to the public for inspection and copying to the extent that such disclosure is required by law.

#### **Confidentiality**

All proprietary information of a party that is made available to the other party by virtue of this Agreement and that is not subject to disclosure per VFOIA or otherwise generally available to the public shall be treated as confidential to the disclosing party, and the receiving party shall use the same care and discretion to avoid disclosure of such information as it uses with its own similar information that it does not wish to disclose. The receiving party and its agents shall not disclose such information to any third party without prior written consent of the disclosing party.

#### **Intellectual Property**

BBF acknowledges DPR's exclusive right, title, and interest in and to DPR or Arlington County, Virginia trademarks, seals and logos, and will not, at any time, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such rights, titles and interests. Nothing in this Agreement shall be deemed to constitute or result in an assignment of any DPR or Arlington County, Virginia trademarks, seals and logos or the creation of any equitable or license or other interest in them.

DPR acknowledges BBF's exclusive right, title, and interest in and to BBF's trademarks and will not, at any time, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such rights, titles and interests. DPR will not do anything

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inconsistent with the ownership of the marks or related goodwill, and all uses of or references to BBF's trademarks shall inure to the benefit of BBF. Nothing in this Agreement shall be deemed to constitute or result in an assignment of any of BBF Marks or the creation of any equitable or license or other interest in them.

### **Termination and Default**

If either Party fails to adhere to or perform their respective responsibilities herein, they shall be in default. If after thirty (30) days following receipt of a written notice of such default, the defaulting party fails to cure such default, the agreement may be terminated and costs may not be reimbursed for cause or other administrative action, as appropriate. This agreement may also be terminated at any time by either party by giving 30 days written notice to the other party.

### **Force Majeure**

Neither party shall be liable for any failure to perform its responsibilities under this Agreement if the failure results from any act of nature or other cause beyond the party's reasonable control.

### **Applicable Law and Jurisdiction**

This Agreement is governed by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation with respect to this Agreement shall be in the Circuit Court for Arlington County, Virginia, and in no other court.

### **Survival**

The following provisions will survive the termination of this MOA: Dispute Resolution, Indemnification, Force Majeure and Applicable Law and Jurisdiction.

### **Additional Terms**

1. This written MOA constitutes the entire agreement between Arlington County DPR and BBF.
2. This MOA may only be modified by written amendment signed by both parties.
3. Neither Party may assign or transfer its rights and interests in this MOA to any other person, business or entity.
4. This MOA does not a transfer ownership or management of any assets or facilities.
5. This MOA is not intended to create any rights for the benefit of any third party.
6. The DPR Workforce Development Specialist will be responsible for the administration and management of this agreement for DPR.
7. The BBF Executive Director will be responsible for the administration and management of this agreement for BBF.

The County and BBF will evaluate the effectiveness of this agreement annually and decide whether any changes are necessary. The annual meeting will include the DPR Deputy Director, Human Resources Manager and Workforce Development Specialist and the BBF Executive Director and a representative from the DPR Finance Unit.

This agreement, once signed, will signify Arlington County Department of Parks and Recreation's acceptance of the initiative, administrative, and financial requirements of this assessment.

Beau Biden Foundation:

Patricia Bailey Lewis  
Signature

Executive Director  
Title

August 4, 2020  
Date

Arlington County Department of Parks & Recreation, Arlington, Virginia:

Jane Johnson

Signature

Department Director

Title

July 31, 2020

Date





# BEAU BIDEN FOUNDATION

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## FOR THE PROTECTION OF CHILDREN

Nearly five children die every day in the United States as a result of abuse. One in ten children will be sexually abused before they turn 18. Six in ten will never report it, because nine times out of ten, they're abused by someone they know, love or trust. The Beau Biden Foundation for the Protection of Children, an operating non-profit founded in 2015, exists to protect children and confront abuse.

The Beau Biden Foundation does three things:

1. Train the community professionals to recognize, report and respond to abuse with evidence-informed workshops, such as *Stewards of Children*® (a training through our partner, **Darkness to Light**), *Grooming Children, Families, and Organizations*, and *Recognizing and Reporting Abuse & Neglect*.
2. Through a partnership called the *Shield of Protection*®, guide schools and youth-serving organizations in creating robust child protection policies and ensuring the children they serve are protected from all forms of abuse.
3. Work with school-aged children, teaching them to how be good digital citizens, how to stand up and confront bullying in all its forms and how to avoid predators online.

Our marquee program, The *Shield of Protection*®, is for youth-serving organizations looking to achieve best practice policies across the 9 Pillars of Child Protection:

1. Screening and vetting of paid staff and volunteers
2. Ensuring the safety of children as they arrive and depart from the organization's facility or programming
3. Proper child to staff ratios/protocols/codes of conduct
4. Proper explanation of each employee/volunteers responsibility as a mandated reporter of child abuse
5. A robust social media policy to ensure appropriate contact between staff/volunteers and children online



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## FOR THE PROTECTION OF CHILDREN

6. Evidence-informed training for staff and volunteers in the prevention of sexual abuse, their responsibility as mandated reporters, and teaching children to be good digital citizens and how to stop bullying in its tracks
7. Programming for children in predator awareness basic personal safety, Internet Safety, and Bully Prevention.
8. Evidence-informed training for parents and caretakers in the prevention of sexual abuse, their responsibility as mandated reporters, and teaching children to be good digital citizens and how to stop bullying in its tracks
9. Engagement with and providing tangible resources for parents and caretakers

### **Training Costs:**

1. Shield of Protection Assessment - \$3,000 (includes two adult trainings, excluding Stewards of Children)
2. Training you can select as a Shield of Protection Partner is listed below as option a-d. You can select 2 of these 4 options. Additional training costs \$500 per workshop.

a. **Grooming Children, Families and Organizations**

During this 60-minute workshop adults will learn how predators groom children, families and organizations to isolate and abuse their victims. Participants will learn the signs of grooming and the strategies predators use to find and lure victims.

b. **Recognizing and Reporting Child Abuse and Neglect**

During this 60-minute workshop for adults on the front lines of child protection, participants will learn about mandatory reporting statutes, the different forms of abuse and neglect, how to recognize the signs of abuse and neglect in virtual learning environments, and how and when to make a report.





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## FOR THE PROTECTION OF CHILDREN

**c. Protecting Children in a Virtual Learning Environment**

During this 60-minute workshop for administrators and directors of schools and youth-serving organizations, we discuss how policy can help professionals establish healthy boundaries in an online environment with the students they serve. Attendees will learn how to communicate with students in an online environment that maintains observable and interruptible interactions, and how to recognize abuse and neglect through a webcam.

**d. Internet Safety**

This 45- 60 minute training gives an overview of the dangers of children in an online environment- social media, gaming, chat rooms, etc.- and how best to protect children. Attendees will learn apps to be aware of and grooming scenarios predators use to isolate children in the online environment.

**e. Stewards of Children®**

*\$10/adult up to 100 adults per session*

During this two-hour, facilitator led and evidence-informed workshop adults will learn how to recognize, respond, and report child sexual abuse (a program of Darkness to Light). *\*Stewards of Children cannot be used as one of the two free workshops included in the Shield of Protection. It has its own cost of \$10/adult.*