



MEMORANDUM OF UNDERSTANDING  
between  
Killeen Independent School District  
and  
Central Counties Services



This Memorandum of Understanding (MOU) is entered into by and between the Killeen Independent School District (hereafter referred to as KISD) and Central Counties Services (hereafter referred to as CCS), collectively referred to as the *parties*.

The term of this MOU will begin on September 1, 2024 and end on August 31, 2025. This Agreement may be terminated earlier by either party as described in Section IV-D.

For the simplicity of language in this MOU, the terms *child*, *children*, and *student* will refer to children up to the age of 18.

WHEREAS, this agreement is entered into by the parties pursuant to the terms of the Memorandum of Understanding;

WHEREAS, the Board of Trustees of CCS was created pursuant to the Texas Mental Health and Mental Retardation Act of 1965 and operates a comprehensive community mental health and intellectual disability center for persons in Bell, Coryell, Hamilton, Lampasas, and Milam Counties, Texas;

WHEREAS, CCS provides a range of services for persons experiencing symptoms of mental illness, provides outpatient mental health services to children, and maintains an outpatient clinic for that purpose at 110 East Avenue A in Killeen, Texas;

WHEREAS, CCS recruits and employs clinical staff who are trained to assess and provide skills training services to children experiencing mental health or emotional adjustment problems;

WHEREAS, KISD is a public school district providing educational programs to students within the KISD boundaries;

WHEREAS, KISD, in accordance with the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1983, provides necessary special education, 504, and related services at no cost to children who meet the eligibility criteria for special education or 504.

NOW, THEREFORE, KISD and CCS enter into this Memorandum of Understanding for the purpose of allowing CCS personnel to provide child mental health services on KISD campuses for KISD students who are clients of CCS.

#### I. Responsibilities of CCS

- A. With written parental permission, CCS will provide child mental health services on a KISD campus for a KISD student who is having classroom adjustment problems that interfere with the student's ability to learn at the appropriate age level and/or interfere with the student's ability to participate in the learning environment in a manner that promotes the successful learning of all/other children in the class.

- B. CCS personnel will sign in at the office and obtain a visitor's name tag prior to each session that has been approved by the campus principal or designee. CCS personnel must also wear identification badges at all times while on KISD premises. The badges must identify them as CCS employees. CCS personnel will not be permitted to enter KISD campuses without proper identification badges.
- C. The mental health services provided by CCS will be focused skill-building services, to include the teaching of social skills, coping strategies, and strategies to reduce maladaptive behaviors. Clinical therapy will not be provided by CCS on a KISD campus.
- D. CCS understands that its services are not in any way affiliated with KISD counseling programs and must clearly communicate to parents and students that CCS employees are not acting as an agent or representative of KISD in the provision of services to any KISD student.
- E. CCS will employ Qualified Mental Health Professionals (QMHP) with at least a bachelor's degree in the social sciences and experience in child mental health or a related field. The QMHP will be clinically supervised by a Child Mental Health Coordinator who has either: 1) a master's degree in the counseling field and is a Texas licensed professional counselor, or 2) a master's degree in social work and is a Texas-licensed clinical social worker.
- F. The QMHP shall provide services only during lunch periods, specials periods, activity periods, non-core classes, and before and after school. The sessions must be limited to no more than 40 minutes, once a week at a prearranged set time, approved by the campus principal and counselor.
- G. The QMHP and the services provided will be covered under the general liability/malpractice insurance policy maintained by CCS. A verification of coverage shall be provided to the KISD Director of Guidance and Counseling prior to initiating on-campus services.
- H. CCS personnel must have been successfully processed for a criminal history background check using CCS's established processes.
- I. CCS will provide the school guidance counselor with a parent signed release of information. The release will allow for informal sharing of student information between the QMHP and KISD personnel. The CCS staff shall not have access to confidential educational records created and maintained by KISD and shall not disclose to any third parties information obtained during school and/or classroom observations or conversations.
- J. CCS personnel have the duty to notify local law enforcement regarding suspected child abuse and/or neglect, as required by the Texas Family Code.

## II. Responsibilities of KISD:

- A. KISD will designate a suitable area on the KISD campus where the QMHP can meet with the student in a manner that ensures the confidentiality of the information exchanged while remaining in "line of sight" of a KISD employee. "Line of sight" for the purposes of this MOU means that a KISD employee can easily view the student — no closed doors.
- B. With campus principal or designee approval, KISD will enable the QMHP to have classroom access to observe the student in the academic and social environment of the classroom.
- C. The KISD principal and/or school counselor will be the "point of contact" for the QMHP and CCS Mental Health Coordinator.

## III. KISD and CCS Mutual Responsibilities:

- A. All CCS personnel must abide by KISD and CCS policies at all times while on KISD premises. To the extent these policies conflict, KISD and CCS agree to collaborate to rectify such conflicts. KISD agrees to provide CCS with the KISD policies prior to initiation of services.
- B. In the event of a suicidal or homicidal threat, the QMHP shall notify the school counselor who will then follow the Killeen Independent School District Suicide Prevention protocol as outlined in KISD Administrative Procedure II-J.
- C. Prior to services beginning, the school counselor and the QMHP shall meet on campus. The QMHP will provide the counselor with signed documentation of parental permission, the parent signed release of information, verification of criminal history background check, and the plan of services to take place on campus. At this time, the KISD counselor and the CCS personnel will agree upon the schedule for services aligned to the requirements outlined in Section I-D.

#### IV. General Terms of Agreement

- A. The employees of CCS are not employees of KISD and are not entitled to fringe benefits, pension, workers' compensation, retirement, or unemployment compensation from KISD. KISD shall not deduct federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of CCS.
- B. The MOU may not be amended or modified except in writing by the KISD Board of Trustees or its designee and CCS's designated contact or designee.
- C. Any notice required under this MOU must be in writing and directed to the following persons:

KISD  
Attn: Superintendent of Schools  
200 N. W.S. Young Drive  
Killeen, Texas 76543  
254-336-0003

Central Counties Services  
Johnnie Wardell, Executive Director  
304 South 22<sup>nd</sup> Street  
Temple, Texas 76501  
254-298-7007

- D. In the event that either party to this MOU should default or breach their duties and obligation herein, the other party shall within 30 days of said event, give the defaulting/breaching party notice of their default/breach and 30 days to remedy said default/breach. In the event that said condition is not remedied within 30 days, the aggrieved party shall give the other party written notice of their intent to terminate this agreement in 30 days. Either party may, without cause, give the other party 30 days written notice of their intent to terminate this agreement.

#### V. Rights and Obligations

- A. KISD retains the right and sole discretion to prohibit CCS personnel from providing services to students on KISD property or to remove CCS personnel from KISD property if CCS personnel fail to follow KISD guidelines or campus policies or engage in any conduct deemed unacceptable by KISD. CCS is permitted on KISD property for the designated student only and must not interfere with other students or classroom instruction.
- B. CCS personnel will, in all respects, comply with all provisions of FERPA 34 CFR 99. Nothing in this agreement may be construed to allow CCS personnel to use, disclose or share any student record or information pertaining to the student who is receiving service or any student within KISD in a manner not allowed

under Federal law or regulation. While CCS may not normally be bound by FERPA laws, by entering into this agreement they shall comply with this obligation and all applicable provisions of FERPA.

NOW, THEREFORE, THE PARTIES TO THIS MOU AGREE TO THE TERMS AND CONDITIONS AND SIGNIFY THEIR AGREEMENT WITH THE SIGNATURES BELOW:

**Killeen Independent School District**

**Central Counties Services**

\_\_\_\_\_  
Dr. Jo Ann Fey  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date