

AGENDA ITEM

BOARD OF TRUSTEES AGENDA

☐ Workshop	☒ Regular	☐ Special
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- (A) ☐ Report Only ☐ Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

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- (B) ☒ Action Items

Presenters(s): John Cox, Deputy Superintendent for Curriculum & Instruction

Briefly describe the action required.

Consider and take appropriate action on the request to approve a Cooperative Working Agreement between the Eagle Pass ISD and Serving Children and Adults in Need (SCAN), Inc for the purpose of coordinating comprehensive social services for students during the 2025-2026 school year.

- (C) Funding source:** Identify the source of funds if any are required.

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- (D) Clarification:** Explain any question or issues that might be raised regarding this item.

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COOPERATIVE WORKING AGREEMENT

This Cooperative Working Agreement is entered into between Eagle Pass Independent School District (EPISD) and Serving Children and Adults in Need (SCAN), Inc. for the purpose of coordinating comprehensive social services for students during FY 2025-2026.

Serving Children and Adults in Need (SCAN), Inc. agrees to provide prevention and intervention activities/services through its numerous state funded programs listed in Exhibit A of this agreement to students in the Eagle Pass Independent School District.

Eagle Pass Independent School District Agrees to:

1. Refer students to participate in the agency's programs;
2. Work in conjunction with SCAN to ensure that program youth receive comprehensive social services;
3. As necessary and appropriate, provide an appropriate location for SCAN Program staff to provide activities/services at participating schools;
4. As needed, provide a location for SCAN Program staff to provide activities/services for parents/guardians/and other adult caretakers of participating school students;
5. Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from SCAN about the participants in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and undertake to resist in judicial proceedings any effort to obtain access to information pertaining to participants otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.

Referral Process:

The referral procedure must comply with Section 38.010 of the Texas Education Code and will include the following:

- 1) EPISD or any school district employee may not refer a student to SCAN for care or treatment of a chemical dependency or an emotional or psychological condition unless EPISD:
 - a) obtains prior written consent for the referral from the student's parent, which includes a managing conservator or guardian;
 - b) discloses to the student's parent any relationship between the district and the outside counselor;
 - c) informs the student and the student's parent of any alternative public or private source of care or treatment reasonably available in the area;
 - d) requires the approval of appropriate school district personnel before a student may be referred for care or treatment or before a referral is suggested as being warranted; and
 - e) specifically prohibits any disclosure of a student record that violates state or federal law.

To receive SCAN services under this Agreement, a student must be eligible to attend a school in the EPISD.

Confidentiality:

Students' original records shall remain the property of EPISD. The parent(s) of any authorized student shall have access to his or her child's records, and students who are 18 years of age or older shall have access to their own records. Further, any EPISD employee with a legitimate educational interest in any EPISD students' records as maintained by SCAN on EPISD property shall have access to the said records upon obtaining proper written consent from a student's parent, guardian, or other person in lawful control of the student, or from a student who is 18 years of age or older. Requests for records shall be made to EPISD'S custodian of records.

Further, in accordance with the Family Education Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g) and EPISD Board Policy FL, all records relating to EPISD students which are generated or maintained by a EPISD employee shall be considered education records, whether or not the records are generated at the SCAN facility or for services authorized by this Agreement. Both parties shall maintain the confidentiality of these and all education records in accordance with all applicable state, federal and local laws and regulations, including FERPA and EPISD Board Policy FL. **EPISD shall not release education records to SCAN or any other third party without prior written consent by the student's parent or by a student who is 18 years of age or older. Release of any education record to any other agency may be made only if the parent has signed a "Release of Information" consent form prior to releasing student records.** Parents of a EPISD student, and a student who is 18 years of age or older shall have access to the student's education records upon written request for same.

Both parties to this Agreement understand and agree that students' records disclosed to SCAN by any EPISD employee are education records subject to FERPA. As such, SCAN agrees not to disclose such records to any third party, except as provided herein. SCAN and EPISD must have the permission of the parent or the student (if over the age of 18), before referring to any social service agency, counseling, community outreach that SCAN contracts with in performing the services mentioned in this Agreement. Additionally, both parties understand and agree that all records relating to an EPISD student which are sent from SCAN to EPISD become education records while in EPISD's possession and are subject to FERPA.

Indemnification:

SCAN agrees to indemnify and hold harmless the EPISD and its employees, trustees, and agents from any and all losses, costs, or expenses, including attorney's fees, lawsuits, actions, personal injury claims, or other claims or liability of any character or type incurred by EPISD or its trustees, employees, or agents as a result of the execution or performance of this Agreement or as a result of the negligence or misconduct of SCAN or any of its employees, agents, or officers. The terms of this provision shall survive termination of the Agreement.

Assignment:

SCAN shall not assign this Agreement or any rights thereunder to any other party, except in accordance with the provisions of this Agreement. Further, SCAN shall not subcontract for any

of the activities or duties hereunder to any other party, except in accordance with the provisions of this Agreement.

Laws and Regulations:

SCAN shall abide by all applicable federal and state laws, EPISD regulations, and EPISD policies, which may be amended from time to time.

Terms and Termination:

The terms of this Cooperative Agreement shall begin on September 1, 2025 and expire on August 31, 2026. This Cooperative Agreement may be terminated by mutual consent of the parties upon seven (7) day written notice.

This Cooperative Agreement and its attachments are the complete and entire agreement for the services to be provided by SCAN, which such Agreement is hereby executed between EPISD and SCAN, and it supersedes all other agreements, whether oral or written. This Cooperative Agreement may not be amended or supplemented without the written consent of both EPISD and SCAN.

Amendment and Modification:

This Cooperative Agreement may be amended by the mutual agreement of the parties here to be in writing to be attached to and incorporated into this Agreement.

In witness whereof, this Cooperative Agreement has been executed by the authorized representatives on the _____ day of _____, 2025.

Agencies/Business:

Isela S. Dabdoub
Chief Executive Officer
Serving Children and
Adults in Need, Inc.

Mr. Samuel Mijares
Superintendent
Eagle Pass Independent School District

Date

Date

Exhibit A

1. Youth Prevention Selected (YPS) Drug Prevention is a comprehensive drug prevention program that provides services to students between grades 1st – 12th who are determined to be at risk for substance use and misuse or other behavioral health related issues. Services include curriculum-based prevention education, positive alternative activities, prevention presentations, and problem identification and referral.
2. The Maverick County Early Childhood Coalition (MCECC) emphasizes reducing the occurrence of child abuse and neglect by reducing risk factors and enhancing protective factors through community collaboration, enhanced referral pathways, media contacts, social media messages, formal presentations, and information dissemination. The MCECC also emphasizes community-based education and mobilization activities and developing environmental and social strategies to help reduce the incidence and prevalence of child abuse and neglect.
3. Project HOPES is an evidence-based prevention program that focuses its provision of services on adult or adolescent primary caregivers with children 0-5 years of age or to a primary caregiver that is expecting a child identified as having at least two (2) high risk indicators for child abuse and/or neglect. Project HOPES Program uses the SafeCare Curriculum, which is strength-based and emphasizes improving positive parent-child interactions, improved health decision-making, and parental supervision of children.
4. The Family & Youth Success (FAYS) Program is a short-term counseling program that offers youth and families' guidance and support through free counseling, case management, and education services. Eligible participants include youth between the ages of 6 to 17 who commit a misdemeanor or state jail felony for the first time, youth who commit a delinquent offense for the first time, runaways, and youth experiencing family conflicts. Services include individual and family counseling, crisis intervention, curriculum-based resiliency education, parenting education, youth skills training, and referrals for additional resources.
5. The Rural Border Intervention (RBI) program is a short-term intervention program that provides services to youth ages 13 – 17 and adults individuals 18 years and older. RBI addresses the specific needs of the rural border communities by providing intervention services and access to a continuum of behavioral health services (substance use services, mental health promotion, and substance use disorder (SUD) and mental health treatment and recovery) to members of the rural border communities who have or are at high risk of developing a substance use disorder. The program focuses on providing community-level intervention and case management services.
6. The Texas Home Visiting (THV) Program is a free and voluntary program that uses specially trained staff to visit the homes of parents and other adult caregivers with children between 5 to 18 months of age. Staff deliver an evidence-based curriculum to help strengthen the bond between parents and children and improve child development and health and family functioning. SCAN's THV Program uses the evidenced-based Play and Learning Strategies (PALS) Infant Curriculum.