

**BOARD OF TRUSTEES
AGENDA**

<input type="checkbox"/> Workshop	<input type="checkbox"/> Regular	<input type="checkbox"/> Special
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- (A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) Action Item

Presenter(s): MR. SAMUEL MIJARES, SUPERINTENDENT OF SCHOOLS

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN EAGLE PASS ISD AND THE KICKAPOO TRADITIONAL TRIBE OF TEXAS.

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

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

Memorandum of Understanding (MOU)
Between the Eagle Pass Independent School District and the Kickapoo Traditional Tribe of Texas

This non-binding Memorandum of Understanding (this "MOU") is executed on _____ between the Eagle Pass Independent School District ("EPISD" or "District"), located at 1420 Eidson Rd, Eagle Pass, TX 78852; and the Kickapoo Community Health Center Behavioral Health Program, an enterprise of the Kickapoo Traditional Tribe of Texas ("KTTT"), a federally recognized Indian tribe, located at 2192 Rosita Valley Road, Eagle Pass, Texas, 78852, (the "Affiliate").

Whereas, Affiliate is a participant in the Native Connections Grant Program ("NCGP"), which is a five-year grant program that helps American Indian and Alaska Native communities identify and address the behavioral health needs of Native youth;

Whereas, one of the objectives of the NCGP is to establish partnerships with anyone who wants to be involved and make a difference in the education, health, and welfare of children and youth; and

Whereas, it is agreed by the parties that the EPISD enrolls and provides educational services to children / youth from KTTT; and

Whereas, the EPISD seeks to bring mental health/behavioral health services into its school facilities to increase Kickapoo students and families' access to outpatient mental health services.

Now herefore, it is agreed by and between the parties hereto, that the EPISD will:

- Provide an office space, or private area, for a KTTT employee who is a Qualified Mental Health Professional ("QMHP") to provide services in a manner that ensures the confidentiality of the information exchanged;
- Give each KTTT QMHP an EPISD identification/visitor badge that provides the KTTT QMHP with needed access to a private area; and
- Allow the KTTT QMHP to attend appropriate District orientation, training, and coordinating meetings to enable the KTTT Behavioral Health staff to become familiar with the District's cultural and behavioral approaches to managing students with problem behaviors and to foster a positive school climate.

The Affiliate will be responsible for the following:

- Employing a QMHP staff member (graduate from an accredited college or university with a Bachelor's degree with a major specialization in Human/Behavioral/Social Services or related field). These employees shall be the sole employees of the KTTT Behavioral Health Program and will have no employment relationship of any kind with the EPISD; and
- Accepting service referrals of KTTT tribal members from the EPISD for assessment, treatment planning, and ongoing counseling/skill building services that require additional attention from the Kickapoo Community Health Center at 2192 Rosita Valley Rd, Eagle Pass, Texas; and

- Securing parental consent to communicate with EPISD designated staff. This authorization will include permission to report to the EPISD regarding the quantity and type of services that will be provided while on the EPISD property.

The parties understand and agree that this MOU is non-binding upon the parties hereto, the intent being that each party will use its best efforts to comply with the terms and conditions of this MOU.

This MOU shall become effective immediately upon its execution by the parties hereto and shall remain in full force and effect until such a time as terminated in writing by either party to the MOU. This Agreement may be terminated by either party at any time and for any reason by providing written notice to the other party. This MOU may be modified at any time by written amendment to the MOU executed by both parties hereto.

The parties acknowledge and agree to meet at least once during each calendar year to provide oversight of the MOU by reviewing data and making recommendations to the heads of each party on any necessary modifications to the MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives on the date indicated below and shall remain in effect until terminated as stated above.

Gabriela Garza
Interim Tribal Administrator

Date

Samuel Mijares
EPISD Superintendent

Date



Hilda Mauricio <hmauricio@eaglepassisd.net>

FW: MOU between Kickapoo tribe and EPISD

5 messages

Teresa Moses <teresa.moses@ktttribe.org>

Wed, Nov 20, 2019 at 10:40 AM

To: "samijares@eaglepassisd.net" <samijares@eaglepassisd.net>

Cc: "hmauricio@eaglepassisd.net" <hmauricio@eaglepassisd.net>

From: Teresa Moses

Sent: Wednesday, November 20, 2019 10:30 AM

To: 'samijares@eaglepassisd.net' <samijares@eaglepassisd.net>

Cc: 'h.mauricio@eaglepassisd.net' <h.mauricio@eaglepassisd.net>

Subject: MOU between Kickapoo tribe and EPISD

Good morning Mr. Mijares,

I am forwarding this MOU for your review. We spoke earlier this year regarding our Behavioral Health staff meeting with our tribal students, at their school, from time to time. We are aware that visiting hours will be restricted to times when the student is not in a required class (i.e. math, science, English, etc.). We will adjust our sessions to hours when they are in an elective course, or such hours as physical education period.

Please let me know of a convenient time to meet with you to finalize this MOU. We will be providing your school district with the names of the individuals that will be making the school visits upon confirming this agreement.

I can be contacted at the number listed, or this e-mail, for any discussion/changes or questions you may have.

Respectfully,

Teresa Moses,