

**MEMORANDUM OF UNDERSTANDING
REGARDING MCKINNEY INDEPENDENT SCHOOL DISTRICT'S
SERENITY HIGH SCHOOL**

This Memorandum of Understanding ("MOU" or "Agreement") is between the McKinney Independent School District ("McKinney ISD" or "MISD") and [Lewisville] Independent School District ("Home District"), hereinafter referred to jointly as the "Districts", to provide educational services for adolescents returning from recognized substance abuse treatment centers who desire to obtain a high school diploma in a safe and supportive chemical free environment. This Agreement is effective on [August 1, 2020].

WHEREAS, the Districts are independent school districts in the State of Texas tasked with the education of all students;

WHEREAS, Serenity High School, a campus within McKinney ISD, is one of America's longest-tenured recovery high schools;

WHEREAS, students in recovery require additional support and flexibility in the educational environment to support the recovery process;

WHEREAS, this Agreement allows Districts to collaboratively work to serve students in recovery at Serenity High School;

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Termination.

- a. Term. The initial term of this MOU shall begin on [August 1, 2020] and continue for a period of one (1) year. Upon the expiration of the initial term, this MOU shall automatically extend and renew for successive one (1) year terms unless either party elects for the then current term of this MOU not to extend or renew for a successive term by delivering written notice to the other party by no later than June 30 of that year. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term."
- b. Termination. Either party may terminate this MOU, without cause, upon at least thirty (30) calendar days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days' notice as required by this Agreement.

2. General Covenants and Provisions

- a. Student Admission. All students will be admitted based on the neutral, nondiscriminatory criteria set forth by Serenity High, which include but are not limited to the following:
 - i. Student must have successfully completed a recovery program;

- ii. Student must participate in an interview prior to acceptance;
 - iii. Student must complete an application for enrollment, including an essay; and
 - iv. Student must complete an assessment by the Collin County Substance Abuse Program.
- b. Applicable Policies. All McKinney ISD Board of Trustees Policies, procedures, and practices are applicable to the education of all students at Serenity High School.
- c. Personnel. McKinney ISD will provide all required personnel at Serenity High School and all McKinney ISD policies and procedures are applicable to all personnel.
- d. Student Ongoing Enrollment. Students are expected to comply with the MISD Student Code of Conduct and all campus rules and regulations. At any time, if it is determined a student is under the influence of any prohibited substances or disrupts the educational environment, Serenity High School administration may return a student to his or her Home District at the discretion of the administrator.
- e. Student Educational/Disability Services. All students eligible to receive special education services and accommodations must be provided services by his or her Home District. All costs associated with the educational services, aids, or related services, and accommodations are to be paid by the Home District of a student.
- f. FERPA. In the course of providing the Services under the Agreement, representatives, employees, and agents of McKinney ISD may receive information contained in educational records relating to Student. McKinney ISD is performing an institutional function, educating the Student. McKinney ISD is hereby designated a "school official" for the purpose of receiving confidential student information in accordance with 20 U.S.C.A. 1232g (The Family Education Rights and Privacy Act). McKinney ISD agrees that the home district maintains full control over the educational records divulged to MISD. MISD agrees that the educational records relating to the Student will not be disclosed or used for purposes other than furtherance of the Services provided under the Agreement.
- g. Liability. Legal fees, expenses and other costs incurred due to complaints, grievances or litigation by parents and/or students enrolled in Serenity High School will be assumed by the student's Home District. McKinney ISD agrees to cooperate in good faith in such matters. Further, if McKinney ISD incurs legal fees, expenses and other costs regarding a student, the student's Home District will reimburse McKinney ISD for the fees it has incurred, including without limitation, costs of litigation, attorneys' fees, costs of court (including mediation or arbitration), damages, costs of settlement paid by the McKinney ISD, or any other fee assessed to McKinney ISD.
- h. Transportation. The Districts agree all transportation is the responsibility of the parents, and MISD is not required to provide any transportation for any student that resides outside of the MISD boundaries.

3. **Payments and Default.** The Districts are responsible for any costs associated with the daily education of any student that resides within a school district's boundaries. Districts are only required to pay for the dates the student is enrolled without regard to attendance at Serenity High School. Costs are determined by MISD. All payments must be received within thirty (30) days of the date of an invoice. Failure to make payment may result in a student being returned to his or Home District for the remainder of the school year. Any uncontrollable costs that are not reasonably anticipated will be shared equally by McKinney ISD and Home District. Any other failure by the Home District to satisfy any of its obligations under this Agreement may result in McKinney ISD terminating this Agreement or seeking other remedies available to it at law or in equity.

4. **Miscellaneous Terms.**

- a. **Notice.** Notice required by this agreement shall be made in writing and delivered to the parties to and at:

Lewisville ISD
Superintendent
PO Box 217
Lewisville, TX 75067

McKinney ISD
Serenity High School
2550 Wilmeth Rd.
McKinney, TX 75071

Notice will be deemed to have been duly given when delivered personally or when deposited in the United States mail, first-class, postage prepaid, and addressed to the other party as provided herein.

- b. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- c. **Attorney's Fees.** Except as otherwise provide herein, each party shall bear his or its own costs and attorney's fees in connection with the instant matter. Each party agrees that it was represented by legal counsel or that it voluntarily chose not to seek legal counsel.
- d. **Governing Law.** The laws of the State of Texas hereto shall govern the validity of this Agreement and of any terms and provisions, as well as rights and duties of the parties.
- e. **Venue.** Venue for any action brought to enforce or to interpret the provisions of this Agreement shall be in the State Courts of Collin County, Texas.
- f. **Amendment.** This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into the Agreement.
- g. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason are held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- h. Legal Construction. The Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of the Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in the Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- i. Force Majeure. Notwithstanding any other provision set forth in this Agreement, the Parties shall not be liable for any failure or delay in performance of any obligation under this Agreement in the event of a future "Force Majeure" such as fire, explosion, pandemic, mandatory quarantine, or other catastrophe, earthquake, epidemic, nuclear incident, sabotage, flood, typhoon or unusually severe weather, war, act of terrorism, strike, riot, civil disobedience, act of God or any governmental law, decree or ordinance. Once any Force Majeure event occurs and any inability to perform hereunder or delay in performance caused by such Force Majeure ceases, the party whose performance was so delayed by such Force Majeure event shall promptly perform its obligations pursuant to the provisions hereof.
- j. Sovereign Immunity. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in Agreement will be construed as an express or implied waiver by the Districts of its governmental immunity or of its state governmental immunity; an express or implied acceptance by the Districts of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor, or, as the assumption by a District of a debt, contract, or liability of the other District.
- k. Acknowledgements. The Parties further acknowledge that they have carefully read the Agreement, that they have consulted with their attorneys prior to executing the Agreement, that they have had an opportunity for review of it by their attorneys, that they fully understand its final and binding effect, that the only promises made to them to sign the Agreement are those stated above and that they are signing the Agreement voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute the Agreement. The Parties agree that an electronic signature is the legally binding equivalent to a handwritten signature, and has the same validity and meaning as a handwritten signature.

MISD:

McKinney Independent School District
1 Duvall St.
McKinney, Texas 75069

By: Rick McDaniel
Name: R. McDaniel
Title: Superintendent MISD

10/14/28

HOME DISTRICT:

Lewisville Independent School District
PO Box 217
Lewisville, TX 75067

By: [Signature]
Name: JEFFREY K. MJS
Title: Chief Executive Director
Student Support Services

Gail Kuykendall

From: Lehew, Anne <LehewA@lisd.net>
Sent: Wednesday, October 7, 2020 3:53 PM
To: Stephen Issa; Gail Kuykendall
Subject: LISD MOU
Attachments: Scanned from a Xerox Multifunction Printer (36).pdf

CAUTION: This is an EXTERNAL EMAIL. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I hope all is well with you - attached is the LISD MOU.

Take care!

With gratitude,

Anne Lehew, M. Ed, CSC

Prevention and Intervention Services Coordinator
Counseling and Social Work Services
Lewisville ISD Administrative Center
1565 W Main St. Suite 250
Lewisville, TX 75067
972.350.4726



COUNSELING &
SOCIAL WORK

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