

## Midway Independent School District

Action: X

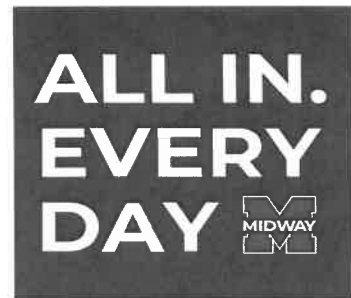
Presentation:

Supporting Documents: X

Consent Agenda:

Information:

Date for Consideration: 9/16/2025



Subject: Memorandum of Understanding (MOU) Between Midway ISD and China Spring ISD

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MISD Board of Trustees:

Agenda Item –

### **Background Information**

Midway ISD has been working collaboratively with China Spring ISD to develop a Memorandum of Understanding (MOU) to provide services for CSISD's 18+ student population. The MOU has been reviewed by Angela Tekell and other district representatives and is now being presented for formal approval and signature.

### **Key Provisions of the MOU:**

**1. Student Participation:**

Midway ISD will accept up to four (4) students from China Spring ISD into the MPOWER program.

**2. Orientation:**

Midway ISD will provide an orientation for students, parents, and staff to familiarize them with the MPOWER program.

**3. Staffing:**

Midway ISD will ensure the provision of appropriately trained and qualified staff for program implementation.

**4. Notification of Closures:**

Midway ISD will notify China Spring ISD of any school or campus closures that may impact program operations.

**5. Student Responsibility and Complaints:**

Each district will remain solely responsible for its enrolled students. In the event a parent initiates a TEA complaint, OCR complaint, grievance, or a request for a Due Process Hearing regarding a participating student, both districts agree to cooperate in resolving the issue. The district in which the student is enrolled will be responsible for any legal costs associated with such complaints or grievances.

### **Next Steps:**

Once the MOU is signed, Midway ISD and China Spring ISD will establish a program start date. Currently, China Spring ISD has one (1) student scheduled to attend the MPOWER program two days per week. CSISD will be responsible for providing both staff and transportation for this student.

We are also working with China Spring ISD to support the setup of their PEIMS and data tracking systems to ensure smooth coordination moving forward.

**Fiscal implications**

China Spring ISD will be paying Midway ISD \$75.00 each day per student.

**Administration Recommendation**

The recommendation is to sign the updated MOU.

**Contact Person**

Lisa Cochran – Director of Special Education and Section 504

INTERLOCAL AGREEMENT BETWEEN MIDWAY ISD  
AND CHINA SPRING ISD REGARDING MPOWER PILOT PROGRAM

NOW COME the China Spring Independent School District and Midway Independent School District, acting pursuant to Texas Government Code Section 791.001 *et seq* and agree as follows:

WHEREAS, Midway ISD operates a transition program for eligible students over the age of 18 who receive special education and related services under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. § 1400, *et seq.* called the MPOWER Program ("the Program"). The goal of the Program is to enable such students to receive supported employment services;

WHEREAS, the Program provides eligible students with vocational training that aligns with each student's Individual Educational Plans ("IEP") goals and objectives and receive local high school credit for their participation in the Program;

WHEREAS, China Spring ISD does not have a similar program and has eligible students who would benefit from and qualify for the services offered by the Program;

WHEREAS, Midway ISD has enough capacity in the Program to provide services for eligible students of China Spring ISD;

WHEREAS, China Spring ISD and Midway ISD wish to pilot this partnership in the 2025-2026 school year with no more than four (4) China Spring ISD students;

IT IS AGREED as follows:

1. Midway ISD will:
  - a. Provide staff to supervise the Program and coordinate the vocational assignments for all students in accordance with each student's IEP, including qualifying students from China Spring ISD; and
  - b. Accept up to four (4) qualified students from China Spring ISD into the Program to participate up to four (4) hours per day two (2) days per week that the Program is operating.
  - c. Provide reasonable instructional space as required for the Program;
  - d. Provide an orientation for students, parents and staff to become acquainted with the Program prior to the start of the 2025-26 school year; or as soon as possible.

- e. Appoint a District employee to facilitate coordination of efforts between the parties and promptly provide China Spring ISD with the contact information for the employee;
  - f. Provide appropriately trained and qualified staff for implementation of the Program;
  - g. Provide Training to staff members who interact with the Program in de-escalation;
  - h. Provide prompt notification to China Spring ISD of any campus or school closures that will impact the provision of Program services;
2. China Spring ISD will:
- a. Provide transportation of their students participating in the Program to and from Midway ISD;
  - b. Pay Midway ISD \$75 per day per student for each day that China Spring ISD students attend the Program;
  - c. Facilitate the enrollment of eligible China Spring ISD students in vocational rehabilitation programs as identified by MPower;
  - d. Provide one adult staff member for every two students participating in the Program who will stay on site to supervise China Spring ISD students;
  - e. Provide to staff members who interact with the Program in de-escalation;
  - f. Appoint a District employee to facilitate coordination of efforts between the parties and promptly provide Midway ISD with the contact information for the employee.
3. China Spring and Midway ISD will:
- a. Draft individual student vocational plans for each China Spring ISD student participating in the Program at least two weeks prior to enrollment; and

IT IS FURTHER AGREED THAT:

- 4. This agreement may be amended by mutual written consent of the parties;
- 5. The parties will share student education information as necessary to meet the needs of the students participating in the Program, and each party agrees to comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) with regard to the disclosure of any personally identifiable information regarding either of the parties' students participating in the Program;
- 6. Each party will remain solely responsible for the provision of a Free and Appropriate Public Education ("FAPE") for the students enrolled in each

party's district. Should a parent initiate a Texas Education Agency ( TEA") complaint, Office for Civil Rights ("OCR") complaint, grievance, and/or a Request for Special Education Due Process Hearing regarding a student participating in the Program, each party agrees to cooperate with the other in the resolution of the complaint/grievance, which may include making personnel available to serve as witnesses. The school district where the student is enrolled will be responsible for legal costs associated with any complaints or grievances filed.

To be considered eligible for the Program, students shall demonstrate behaviors consistent with participation in vocational work assignments with support from the vocational staff members assigned to the Program. Should a student's behavior impact participation in the program, the parties will meet and work collaboratively to address behaviors. Should a student demonstrate behaviors that consistently interfere with the operation of the program, removal of the student from the program shall be made in accordance with the IDEA.

7. In the event that a CSISD student needs to leave the Program site due to illness, CISD staff will contact said parent or guardian to pick up the student and will stay with the remaining CISD students at the MPOWER site.
8. The persons executing this agreement on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.
9. This agreement is effective for the 2025-26 school year, and will automatically renew annually unless terminated by either party.
10. Neither party to this agreement may assign its rights under this agreement.
11. No term or condition of this agreement shall be construed to create any agency relationship between the parties. Each party agrees to take any action reasonably necessary to prevent any third party from concluding that the parties have entered into a partnership, or that either party has authority as an agent for the other.
12. Neither party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or

cause of action against either party for which it is not otherwise liable, or to waive any immunity or defense to which either party may be entitled, or to create an impermissible deficiency debt of either party.

This Agreement will become effective upon the last date of signature below and will remain in until the last day of the 2025-2026 school year, as determined by Midway ISD's school calendar.

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Peter Rusek, President

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Date

Board of Trustees

Midway Independent School District

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China Spring ISD Board President

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Date

China Spring Independent  
School District Board of  
Trustees