



# MARBLE FALLS

Independent School District

**Meeting Date:**

**Meeting Type:**

**LOVE & INSPIRE**

Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN MARBLE FALLS INDEPENDENT SCHOOL DISTRICT AND  
ARK OF HIGHLAND LAKES  
TO PROVIDE SUPPORT SERVICES TO THE STUDENTS OF THE DISTRICT**

This Memorandum of Understanding (“MOU”), is entered into by and between the Marble Falls Independent School District (“the District” or “MFISD”) and the ARK of Highland (“ARK”), (together, “the Parties”) to provide support services to the student of the District.

**RECITALS**

**WHEREAS**, ARK is a network of faith-based organizations in the Highland Lakes region, established to provide services to individuals and families experiencing crisis in the Highland Lakes region.

**WHEREAS**, ARK has the capacity, resources, and desire to coordinate the delivery of social, economic, health, and education resources to students and their families who are experiencing need due to crisis;

**WHEREAS**, MFISD would otherwise use District employees to coordinate the delivery of social, economic, health, and education resources to students and their families who are experiencing need due to crisis;

**WHEREAS**, MFISD recognizes that an engaged community is instrumental to student success and that developing partnerships with community organizations can assist in removing identified barriers to learning;

**WHEREAS**, MFISD seeks to partner with ARK to coordinate and provide these support services to the students of the District for which the District would otherwise use District employees; and,

**NOW THEREFORE**, MFISD and ARK mutually agree:

**ARTICLE 1. PURPOSE**

The purpose the partnership between ARK and MFISD is to coordinate the delivery and/or provide services to students and their families who are experiencing crises such as food insecurity, homelessness, poverty, and other circumstances which can cause barriers to learning and have the potential to adversely impact students’ educational experience and/or performance.

## **ARTICLE 2. DESCRIPTION OF SERVICES**

2.1 MFISD will provide to ARK the names and contact information of parents/guardians of MFISD students who have requested assistance or who could benefit from the service provided by ARK.

2.2 ARK shall coordinate the delivery and/or provide services to students and their families who are experiencing crises. These services include, but are not limited to:

- a. Provision of food and nutrition
- b. Provision of shoes and clothing
- c. Provision of school supplies
- d. Coordination of social, economic, health, and education resources from other providers

## **ARTICLE 3. PERIOD OF PERFORMANCE**

3.1 This MOU shall begin upon execution by both parties ("Effective Date") and shall terminate on July 31, 2026.

3.2 This MOU will renew automatically, year to year, unless either party gives notice to the other at least thirty (30) days prior to July 31. Any amendments to this MOU shall be documented in writing and executed by both Parties.

## **ARTICLE 4. COMPENSATION**

All Parties expressly acknowledge that nothing in this MOU shall be construed as establishing an obligation of payment to either Party by the other Party.

## **ARTICLE 5. PERSONNEL**

5.1 ARK shall designate at least one individual who is the point of contact between MFISD and ARK. MFISD shall designate one individual who is the point of contact between MFISD and ARK at the District level. At the District's discretion, the District may designate campus liaisons as the point of contact between ARK and individual MFISD campuses.

5.2 ARK personnel will be trained regarding ARK's obligations related to student privacy as well as the proper procedures for the use, storage, and destruction of student education records in accordance with MFISD policies and the Family Education Rights and Privacy Act ("FERPA").

## **ARTICLE 6. STUDENT PRIVACY**

6.1 To the extent ARK generates or maintains student education records for the purposes and services described in this MOU, ARK agrees to comply with FERPA to the same extent as such laws and regulations apply to MFISD and shall limit access to only those employees or agents with a need to know.

6.2 ARK personnel will be designated as “school officials,” and therefore allowed to access limited and specific student education records for only the purposes identified in this MOU. Access to student education records will be facilitated by MFISD personnel for only the purposes identified in this MOU.

6.3 ARK is under the direct control of MFISD regarding the use, maintenance, and destruction of student education records, and all records shared with ARK are limited to and pursuant to this MOU, and used to further the legitimate educational interests of the District.

6.4 ARK has a legitimate educational interest in the student education records it receives, because ARK will be working to coordinate the delivery and/or provision of support services to the students in the District and their families, which are additional services the District would otherwise use District employees to provide. ARK employees will use the student educational records to fulfill their official professional responsibilities in coordinating the delivery and/or provision of services to support students.

6.5 ARK agrees not to disclose or the use the student education records provided by MFISD of any other purpose than those identified in the MOU.

6.6 ARK meets the criteria listed in the school’s Annual Notification of FERPA Rights (attached hereto as “Exhibit A”) for being a school official with a legitimate educational interest.

6.7 Unless ARK has otherwise independently obtained and shared with the District consent from an adult student or a minor student’s parent/guardian, ARK shall destroy all student education records provided by MFISD once services are no longer provided to the student. Such records must be destroyed within 60 days from the date services cease. ARK shall notify MFISD annually of its compliance with this provision of the MOU, by providing a list of students which continue to receive services, and a list of students who no longer receive services and confirmation of when the records are destroyed.

6.8 When possible, MFISD will obtain written consent from adult students or minor students’ parent(s)/guardian(s) to share students’ education records with ARK.

## **ARTICLE 7. TERMINATION**

7.1 If ARK fails to provide the services required under this MOU in any manner, or otherwise fails to comply with the terms of this MOU or violates any ordinance, regulation or other law, MFISD may terminate this MOU immediately by giving notice to ARK. ARK shall be excused for failure to perform services if such services are prevented by acts of God, strikes, labor disputes, or other forces over which ARK has no control. Either party may terminate this MOU for any reason by giving thirty (30) calendar days written notice to the other party. Notice of termination shall be sent to the individuals noted in Article 10, via written notice.

7.2 Upon termination of this MOU, ARK will confirm that it has destroyed all student education records provided by MFISD pursuant to MOU.

## **ARTICLE 8. AMENDMENT AND MODIFICATION OF MOU**

This MOU, or any portion hereof, may be amended or modified in writing at any time as mutually agreed upon by the Parties, or as required by Texas Child Mental Health Care Consortium.

## **ARTICLE 9. INDEPENDENT RELATIONSHIP**

Nothing in this MOU is intended nor shall be construed to create an employer/employee relationship or joint venture relationship between the Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this MOU shall be performed and rendered in a competent, efficient, and satisfactory manner.

## **ARTICLE 10. INDEMNITY**

10.1 ARK shall indemnify and hold MFISD harmless from any claim, loss, damage or liability caused by the negligence, misfeasance or malfeasance by ARK, its employees, appointees or agents, in the provision of services or relating to the provisions of services pursuant to the terms of this Agreement.

10.2 To the extent permitted by law, MFISD shall indemnify and hold ARK harmless from any claim, loss, damage or liability caused by the negligence, misfeasance or malfeasance by MFISD, its employees, appointees or agents, in the provision of services or relating to the provisions of services pursuant to the terms of this Agreement.

## **ARTICLE 11. NOTIFICATIONS**

All correspondence and communications regarding this Agreement shall be directed to:

ARK OF HIGHLAND LAKES  
Kevin Naumann  
Executive Director

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT  
Dr. Jeff Gasaway  
Superintendent of Schools.

## **ARTICLE 12. SIGNATURES**

IN WITNESS WHEREOF, the undersigned contracting Parties bind themselves to the faithful performance of this MOU.

ARK OF HIGHLAND LAKES

MARBLE FALLS ISD

\_\_\_\_\_  
Kevin Naumann, Executive Director

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Dr. Jeff Gasaway, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date