

MEMORANDUM OF UNDERSTANDING (MOU)

Between
Scurry County Guardianship Program
and
Snyder Independent School District (SISD)

A. SCOPE AND PURPOSE

The Scurry County Guardianship Program (“SCGP”), operating under the Scurry County Judge’s Office, and Snyder Independent School District (“SISD”) enter this Memorandum of Understanding (“MOU”) to establish a collaborative partnership that supports students with disabilities and their families in navigating guardianship, supported decision-making, medical and legal alternatives, and adult transition services.

The purpose of this MOU is to formalize a cooperative framework that ensures timely communication, improves compliance with state and federal transition requirements, and enhances access to community resources for students approaching adulthood. This MOU outlines responsibilities, communication protocols, and expectations associated with supporting these services.

This agreement is modeled after SISD’s standard MOU structure utilized in other partnerships.

B. CONFIDENTIALITY & FERPA COMPLIANCE

- i. Both parties agree to comply with all requirements of The Family Educational Rights and Privacy Act (“FERPA”) regarding the protection, use, and re-disclosure of educational records.
- ii. Each party represents and warrants that it will:
 1. Maintain strict confidentiality of all personally identifiable information obtained through this partnership.
 2. Use such information only as permitted or required by this MOU, required by law, or specifically authorized in writing.
 3. Protect all records with administrative, physical, and technical safeguards no less rigorous than those used to protect its own confidential information.

C. SERVICE COORDINATION

SISD will identify students beginning in Junior High (age 13 or earlier) who may need general information on guardianship, supported decision-making, medical power of attorney, or other adult-transition support and the process involved. With parental consent, SISD will invite SCGP to ARD committee meetings where guardianship or related options may be discussed.

SCGP will review referrals, guide families through guardianship or alternative processes, coordinate required documentation, and provide ongoing case management once guardianship or alternative arrangements are established.

D. RESPONSIBILITIES OF SCURRY COUNTY GUARDIANSHIP PROGRAM

- i. Review referrals and determine guardianship or appropriate alternatives, including limited guardianship, supported decision-making, or medical POA, upon appropriate filings by the family that confer jurisdiction to the program.
- ii. Assist families with Legal Aid applications, legal representation options, filing requirements, and navigating court processes, within the bounds of the judicial canons and statutes.
- iii. Attend ARD meetings upon invitation and parental consent, when no judicial conflict exists.
- iv. Conduct home visits, maintain case documentation, and fulfill annual court obligations for individuals under guardianship.
- v. Collaborate with MHMR, Adult Protective Services, and other agencies to provide coordinated services, when appropriate, consistent with state rules and statutes.
- vi. Maintain all records in accordance with state and county requirements.

E. RESPONSIBILITIES OF SNYDER ISD

- i. Identify and, upon receiving parental consent, refer students who may benefit from guardianship or decision-making support.
- ii. Obtain parental or adult-student consent for release of information and outside agency participation.
- iii. Provide relevant documentation needed to support guardianship decisions, including evaluations, ARD paperwork, and transition plans.

iv. Include SCGP in ARDs when guardianship planning is appropriate and parents have consented.

v. Participate in scheduled coordination meetings with SCGP and MHMR.

F. COST

There is no cost to SISD associated with this MOU.

Families seeking guardianship may incur legal expenses. While Texas law does not require an attorney to obtain guardianship, legal representation is strongly recommended. Typical costs may range from approximately \$500 with Legal Aid assistance to approximately \$5,000 with private counsel. SCGP will help families navigate eligibility for reduced-cost legal services. Texas law will require that a potential ward have an attorney appointed to represent their interest. This fee is usually the responsibility of the families and is included as the cost of court mentioned above.

G. CONTACTS

Scurry County Guardianship Program

Administrative Contact:

Name: _____

Title: _____

Address: Scurry County Courthouse

City/State/Zip: Snyder, TX 79549

Phone: _____

Email: _____

Snyder Independent School District

Administrative Contact:

Dr. Jessica Gore, Interim Superintendent

2901 37th Street

Snyder, TX 79549

(325) 574-8900

jessica.gore@snyderisd.net

Transition Contact:

Brandy Martin, Transition Coordinator

Email: bmartin@snyderisd.net

Additional SISD Contacts:

- Ana Montoya, Parent Liaison
- Mandy Koiner, Special Education Coordinator
- Daron Worrell, Director of Student Services
- Campus Administration as needed

H. GOVERNING LAW

This MOU and all obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas.

I. APPLICABLE LAWS

SISD and SCGP agree to comply with all relevant federal, state, and local laws related to guardianship, confidentiality, and educational records, including but not limited to FERPA, IDEA, Texas Education Code, and the Texas Estates Code.

J. TEXAS PUBLIC INFORMATION ACT

All information provided under this MOU may be subject to disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552). SISD and SCGP acknowledge their respective obligations under this statute.

K. LIMITATIONS

Nothing in this MOU shall be construed to waive any constitutional or statutory limitations on the authority of SISD or Scurry County, including limitations related to liability, indemnification, dispute resolution, payment of attorney's fees, or creation of unfunded obligations.

L. EXECUTION OF UNDERSTANDING

By signing below, the parties certify that they have read, understand, and agree to the terms of this MOU and that they are authorized to execute this agreement on behalf of their respective institutions.



SCURRY COUNTY GUARDIANSHIP PROGRAM

Name: _____

Title: _____

Date: _____

Signature: _____

SNYDER INDEPENDENT SCHOOL DISTRICT

Dr. Jessica Gore

Superintendent, Snyder ISD

Date: _____

Signature: _____