

Memorandum of Understanding
Marble Falls ISD & Phoenix Center
July 2026-July 2027

This Memorandum of Understanding (MOU) is entered between Marble Falls Independent School District (Marble Falls ISD/MFISD) and Phoenix Center, for the purpose of outlining a shared partnership in providing support to students in order to promote improved emotional self-regulation and increased mental health and well-being. This MOU will remain in effect from July 2026 through July 2027, unless otherwise terminated or adjusted by both parties.

Collaborative Commitment to Student Safety and Well-Being

Both MFISD and Phoenix Center value a positive, collaborative partnership and will communicate about and with one another in a positive and constructive manner during family, school, and public interactions to foster each student's well-being. The parties further agree to work collaboratively in support of the student's safety by following all applicable school district safety protocols, policies, and procedures, including communication expectations and campus requirements. This shared commitment extends to staff providing contracted services provided by the Phoenix Center to students on MFISD campuses, as well as at other locations, such as equine therapy at Phoenix Center. Both MFISD and Phoenix Center are committed to a positive communication and collaborative partnership to best meet student needs.

Services to be Provided by Phoenix Center

Phoenix Center agrees to furnish counseling, therapeutic, and social-emotional support services to eligible students referred and approved by the District, subject to the terms and conditions of this Memorandum of Understanding ("MOU"). Services shall include the following:

1. *Individual Counseling Services*

Phoenix Center shall deliver ten (10) individual counseling spots, with sessions conducted on a weekly basis unless otherwise determined by Marble Falls ISD.

- Students shall be referred to the individual spots by MFISD, through coordination with the District Social Worker, Campus Counselors, and other pertinent campus personnel
 1. The MFISD District Social Worker is the primary point of contact for all school-based Phoenix Center services, including individual and group sessions.
- 5 of the individual spots will be provided at Marble Falls Middle School, 3 will be provided at Highland Lakes Elementary, and 2 will be provided at Marble Falls Elementary.

1. Phoenix Center staff will coordinate with the District Social Worker and Campus Counselors in order to determine most appropriate days and times for services, with consideration to the students' academic needs and requirements.
- Services will be provided in a space designated by the Campus Principal based on campus availability and appropriateness.
 1. The door windows of utilized rooms will remain uncovered and unlocked at all times during 1:1 visits between Phoenix Center and MFISD students. Therapists may utilize sound machines to reduce noise pollution during visits.

2. *Disciplinary Alternative Education Program (DAEP) / EPIC Services*

Phoenix Center shall provide services at the District's Disciplinary Alternative Education Program ("DAEP"/ EPIC), including:

- 3 Yoga & Mindfulness Groups per week (3 separate sessions on same day weekly) as provided in 2025-2026 school year
- 3 therapeutic counseling groups per week (utilizing art therapy methods (3 sessions on same day weekly) as provided in 2025-2026 school year
- 2 Restorative Justice groups per week (1 middle school, and 1 high school group on same day weekly) as provided in 2025-2026 school year to support student accountability, conflict resolution, emotional regulation, communication skills, and behavioral growth.
- Phoenix Center staff will coordinate with the Falls/EPIC Principal in order to determine most appropriate days and times for services, with consideration to the students' academic needs and requirements.

3. *Pre-School Social-Emotional Support Services*

Phoenix Center shall facilitate 3 (as provided in 2025-2026 school year) weekly Yoga & Coping Skills Groups for pre-kindergarten students to promote social-emotional learning, self-regulation, emotional awareness, and positive peer interaction.

- Phoenix Center staff will coordinate with the Campus Principal in order to determine most appropriate days and times for services with consideration to the students' academic needs and requirements.
- MFISD agrees to provide de-identified data on basic demographic information including race, gender, household income, free lunch status, etc as well as missing data for past year. We will provide Phoenix Center coordinator to work with to ensure this is easily done.

4. *Equine Therapy Services*

Phoenix Center shall coordinate and facilitate weekly equine therapy group sessions for participating students. The District agrees to pay approved costs associated with equine

therapy services in accordance with the terms established between Phoenix Center and Marble Falls ISD.

- Phoenix Center staff will coordinate with the Falls/EPIC Principal in order to determine most appropriate days and times for services, with consideration to the students' academic needs and requirements.

5. *Challenge Course Programming*

Phoenix Center shall coordinate and facilitate two group visits to a therapeutic ropes challenge course for participating students. Such programming shall be designed to promote teamwork, resilience, leadership development, communication skills, and social-emotional growth. The District agrees to fund approved costs associated with the challenge course visits in accordance with the terms established between Phoenix Center and Marble Falls ISD.

Marble Falls ISD Agreements

1. MFISD agrees to provide a private space for Phoenix Center to provide group and individual services, as reasonably as possible based on campus space availability and appropriateness, as determined by the Campus Principal.
2. MFISD agrees to provide access to a printer/copier, copy paper and ink to print student handouts for groups or other sessions, as needed.
3. MFISD agrees to host an orientation for Phoenix Center staff at the start of each school year on Marble Falls ISD policies, educational-centered approaches, and safety protocols in order to increase understanding, transparency, and a shared responsibility for student safety.
4. MFISD and Phoenix Center agree to facilitate monthly conference calls or face-to-face meetings to evaluate the effectiveness of student services, increase cross-organization communication, and ensure transparency and collaborative efforts to support student success and well-being.
5. MFISD agrees to include Phoenix Center contact information on all mental health referral documents, relevant digital communications, website link, and community resource lists it shares with children, parents, and families in need.
6. MFISD will provide a press release quote from Superintendent and School Board for the donation of over \$100,000 in services from Phoenix Center. Phoenix Center will provide draft of press release to MFISD.

Coordination of Services and Confidentiality

1. Phoenix Center will coordinate scheduling and delivery of services with designated District personnel, as previously delineated, to minimize disruption to the instructional environment based on unique student needs and requirements.

2. Phoenix Center and all associated staff shall maintain appropriate communication with District Personnel regarding student participation, attendance, and scheduling while complying with applicable confidentiality requirements, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), the Health Insurance Portability and Accountability Act (“HIPAA”), and all other applicable federal and state laws and regulations.
 1. In the school setting, confidentiality is respected and maintained whenever possible. However, there are important limits to confidentiality, and school personnel are required to take action when a student may be at risk of harming themselves or others, or when there are concerns related to abuse, neglect, or unsafe living conditions. Phoenix Center staff must immediately inform MFISD staff, including but not limited to the Campus Counselor and the District Social Worker, in situations in which students they are providing services to indicate information involving suicidal thoughts, threats of violence, self-harm, or credible danger to another person. MFISD staff will conduct the required risk assessment and/or threat assessment, as delineated by District protocols in collaboration with Phoenix Center therapist.

For Phoenix Center liability, upon signature of disclosure of information form by the parent, a digital copy of risk assessments done by MFISD staff, in collaboration with Phoenix Center therapist, will be shared with the student’s Phoenix Center therapist for treatment purposes and to upload and document in the client’s EHR chart within 48 hours.

Phoenix Center will include MFISD school-based protocols as a part of the informed consent processes discussed with families at intake, so that all parties are aware of limits of confidentiality, and open communication between Phoenix Center and MFISD, related to school-based services outlined in this MOU.

2. Phoenix Center understands the school district requires additional written consent from a parent/guardian or eligible student before school district staff may communicate or share information with an outside provider or agency. Phoenix Center agrees to follow appropriate channels of communication in order to ensure consent has been provided.

Professional Standards

1. Phoenix Center will ensure that all services are delivered by appropriately trained, qualified, and licensed personnel, as required by applicable law, professional standards, and licensing requirements.
 1. All Phoenix Center staff interacting with and seeing students on MFISD campuses will follow the MFISD Human Resources processes for on-boarding external

- providers, including the completion of a background check and fingerprinting, at the cost of the Phoenix Center or the staff member.
2. Phoenix Center will ensure Phoenix Center staff are not entering into dual relationships, as prohibited by professional standards.
2. Phoenix Center will utilize evidence-based and trauma-informed therapies with students during 1x1 sessions.
 1. Phoenix Center agrees to provide comprehensive clinical supervision to Phoenix Center staff providing services to students on MFISD campuses, in order to ensure appropriate service delivery and evidence-based therapy practices.

Accountable Communication Standards

1. Designated District Contact: MFISD District Social Worker is established as the primary point of contact for tracking service delivery, resolving operational friction, and receiving programmatic feedback.
2. Mandatory Pre-Service Norming: Prior to the start of the academic year, all Phoenix Center therapists assigned to MFISD must participate in a joint training and orientation session with MFISD campus counselors to orient to and learn about district standards, procedural expectations, and campus cultures.
3. Compulsory Entry/Exit Tracking: Phoenix Center must provide immediate, documented notification to MFISD District Social Worker whenever clinical services begin or officially terminate for an individual student via email to the District Social Worker.
4. Parent Contact Documentation: In instances where student safety concerns are flagged, the Phoenix Center must provide documentation in writing via email regarding any and all attempted parent/guardian contacts to the District Social Worker.

Confidentiality of Records

1. Phoenix Center shall comply with all applicable laws, rules and regulations relating to the confidentiality of information regarding served students and shall establish a method to secure the confidentiality of records and other information regarding students served, as required by the applicable provisions of Federal and State law.
2. Phoenix Center agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, its officers, employees, agents, and subcontractors are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information and will take measures to safeguard client information.
 1. Phoenix Center agrees to report any intentional or unintentional disclosure of protected information to MFISD staff immediately and take steps to rectify the disclosure of sensitive information.

Integration with School Safety Systems & Statutory Mandates:

1. **No Parallel Systems:** The Phoenix Center explicitly agrees that it is not operating a parallel counseling or crisis management system separate from school safety structures. School administration maintains final authority regarding all campus operations, safety protocols, and student discipline.
2. **Suicide Risk Assessments (TEC §38.351):** When a student presents with suicidal ideation, self-harm, or serious mental health concerns, the District's suicide prevention, intervention, and postvention procedures must be initiated and followed immediately. Phoenix Center staff may support the family, but they cannot bypass or delay the required school-led parent notification and assessment processes. Conversely, MFISD must confirm in writing they received the report or information within a 48-hour period.

For suicide risk assessments where an outcry is made during a Phoenix Center therapy session, the Phoenix Center therapist will work with MFISD staff to collaboratively conduct the suicide risk assessment. For suicide risk assessments where an outcry is made outside a therapy session at school, MFISD will communicate with the Phoenix Center therapist, including the threat and level of threat.

3. **Behavioral Threat Assessments (TEC §37.115):** Behavioral threat assessments are governed strictly by the campus Safe and Supportive School Program teams. Phoenix Center staff understand that parent notification is legally required for a behavioral threat assessment, but parent *consent* is not. **The Phoenix Center has no independent authority to "clear" students following a threat or crisis;** return-to-school processes and safety plans are determined solely through collaborative school-led systems. For specified clients served by Phoenix Center, designated school staff will inform Phoenix Center on all determinations made regarding behavioral threat assessments in a timely manner with consent of parents.
4. **Special Education & Disability Context:** For any student receiving Special Education or Section 504 services, Phoenix Center staff recognize that a clinical perspective must yield to the holistic school team (including educational diagnosticians, LBAs, or school psychologists) to account for disability manifestations, IEP/BIP compliance, and educational access.
5. **Expanded Mandatory Reporting:** Immediate reporting to designated MFISD personnel is required not only for suicidal/homicidal ideation but for all safety threats, severe behavioral crises, volatile situations in the home, or suspected Child Protective Services (CPS) concerns. Phoenix Center agrees to within the same session time or immediately following report to MFISD social worker not only for suicidal/homicidal ideation but for all safety threats, severe behavioral crises (as evidenced by immediate risk to self, therapist, or other persons), family violence, or suspected Department of Family Protective Services (DFPS) concerns. In partnership with MFISD and their outlined protocols, Phoenix Center will provide informed consent to parents at intake regarding

mandated reporting and the collaborative and team-based approach between Phoenix Center and MFISD.

Indemnification

Phoenix Center hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to Indemnify and hold harmless Marble Falls ISD and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (Including attorney's fees and costs related to the Investigation of any such claim, action, or proceeding) or cost of any character, type, or description (Including obligations, losses, fines, penalties, and assessments) brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by non-performance or any negligent acts of Marble Falls ISD or Marble Falls ISD's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

Marble Falls ISD hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless Phoenix Center and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by non-performance or any negligent acts of Phoenix Center or Phoenix Center's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

Governing Law

This MOU shall be governed in accordance and respect to the laws of the State of Texas, enacted within Burnet County.

Accountability, Liability, and Expedited Termination

1. **Shared Responsibility & Liability:** Student safety is the top priority and a shared responsibility under this agreement. The Phoenix Center acknowledges that because services occur on MFISD campuses, MFISD ultimately bears legal liability for student safety within its buildings.
2. **Expedited Termination for Fidelity Breaches:** This MOU must be followed with strict fidelity by both MFISD and Phoenix Center. Any failure to abide by rules, communication protocols, or mandatory safety reporting structures shall be considered a material

breach and will result in the immediate, expedited termination of this partnership by either party.

3. Email Communications: MFISD and Phoenix Center will utilize HIPPA/FERPA compliant email communications (encrypted email).

Binding Authority

The individuals represented by the Phoenix Center and Marble Falls ISD signatures below affirm that they have full authority to enter into this MOU and are in agreement with all enclosed understandings.

Dr. Jeff Gasaway, MFISD Superintendent

Date of Signature

Mary Flanagan, CEO, Phoenix Center

Date of Signature