

MEMORANDUM OF UNDERSTANDING

BETWEEN

Gentry School District and **Northwest Arkansas Education Service Cooperative**

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **Gentry School District**, whose address is **201 S. Giles, Gentry, AR 72734**, and the **Northwest Arkansas Education Service Cooperative**, whose address is **4 N. Double Springs Road, Farmington, AR 72730**.
2. **Purpose:** The purpose of this MOU is to establish the terms and conditions under which the Northwest Arkansas Education Service Cooperative will serve the identified Migrant Student who reside with the Gentry School District.
3. **Term of MOU:** This MOU is effective upon the date and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than 6/30/2024. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
4. **Responsibilities of Gentry School District:** The Gentry School District will provide the following: information on the qualifying students of the Migrant Education Program, assistance in correspondence with the families of identified students, allow Cooperative Specialists access to all buildings in which these students are enrolled, will send home Migrant Education Surveys and will collect those surveys for Cooperative staff. In addition, Gentry School District will work cooperatively with the Northwest Arkansas Education Service Cooperative to schedule Migrant Parental Involvement Meetings and Parental Advisory Committee Meetings with the District’s facilities. Gentry School District will pay a fee of **\$40,951.65** or the amount of money the district will receive in Federal Migrant Education funding to the Northwest Arkansas Education Service Cooperative. The Northwest Arkansas Education Service Cooperative will bill for these services on a quarterly basis.

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5. **Responsibilities of the Northwest Arkansas Education Service Cooperative:**

The Northwest Arkansas Education Service Cooperative will be responsible for all services to identified Migrant Students in the Gentry School District and any costs and expenses related to service those students, include the cost of wages, salaries, benefits and use of equipment that belongs to the Northwest Arkansas Education Service Cooperative while acting pursuant to this MOU. This shall include: recruitment, identification, tutoring, and providing supplemental services such as parental engagement, supplies, approved medical expenses, and high-interest reading material for eligible students and families residing in the boundary of the Gentry School District.

6. **General Provisions**

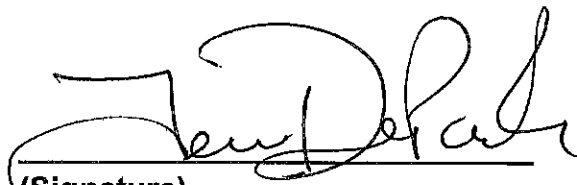
- a) **Amendments:** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument and effective when executed and signed by all parties to the MOU.
- b) **Applicable Law:** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the state of **Arkansas**. The courts of the state of **Arkansas** shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be in the **Washington County District Court, Fayetteville, Arkansas**.
- c) **Entirety of Agreement:** This MOU, consisting of **three (3) pages**, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- d) **Severability:** Should any portion of the MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- e) **Sovereign Immunity:** The **Gentry School District** and the **Northwest Arkansas Education Service Cooperative** and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with the respect to any action based on or occurring as a result of this MOU.

- f) **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties' signatory to this MOU shall have any legal or equitable rights to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring action for the breach of this MOU.

7. **Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Gentry School District


Terrie DePaola, Superintendent
(Name and Title)


(Signature)

8-2-23
(Date)

Northwest Arkansas Education Service Cooperative

Bryan Law, Director
(Name and Title)


(Signature)

7/31/23
(Date)