



PARKER COUNTY JUVENILE BOARD

Honorable Graham Quisenberry, 415th District Court, Juvenile Board Chairman

Honorable Craig Towson, 43rd District Court

Honorable Lynn Johnson, County Court at Law #2

Honorable Kirk Martin, County Court at Law #1

Honorable Pat Deen, County Judge

PARKER COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

MEMORANDUM OF UNDERSTANDING WITH SCHOOL DISTRICTS

FOR THE 2024-25 SCHOOL YEAR

Pursuant to Texas Education Code §37.01, the State of Texas mandates that all counties with a population greater than 125,000 are required to develop a Juvenile Justice Alternative Education Program (JJAEP).

The parties named herein-below have reached an agreement, as follows:

WHEREAS,

Parker County, Texas has a population greater than 125,000, and therefore, the Parker County Juvenile Board is required to develop a JJAEP subject to the approval of the Texas Juvenile Justice Department (TJJD);

WHEREAS, the Parker County Juvenile Board, in conjunction with its partners, the School Districts within Parker County, desire the best educational outcomes for the at-risk juveniles who have been expelled into the JJAEP, or otherwise accepted into the program;

WHEREAS, the Parker County Juvenile Board and the School Districts desire to provide the at-risk juveniles with a quality level of educational and intervention Department, appropriately designed to positively impact the lives of such juvenile offenders, their families, and the local communities in which we all live;

WHEREAS, the parties to this agreement recognize the importance of a cooperative effort between the educational community and the juvenile justice system in achieving the primary goals of (1) responsibly mitigating at-risk factors; (2) deterring future juvenile delinquent conduct and criminal behavior; (3) increasing the acceptance of personal responsibility, self-discipline, accountability, and negative behavior; (4) improving life skills and career opportunities; (5) prudently balancing rehabilitation Department with community safety needs and (6) support the educational improvement for the juvenile to be academically successful.

WHEREAS, the parties seek to operate the JJAEP and accomplish the preceding goals within a State mandated regulatory framework requiring strict compliance and reporting;

NOW THEREFORE, in service to the citizens and youth of Parker County, the following public servants hereby agree on behalf of each respective public entity as follows:

1. **Agreement & Parties to the Agreement**

A. This agreement shall be known as the Parker County Juvenile Justice Alternative Education Program Memorandum of Understanding (MOU), and will hereby entered into by and between the Parker County Juvenile Board (Board) and the following nine independent school districts operating within Parker County (Districts), as listed below in alphabetical order:

- Aledo Independent School District
- Azle Independent School District
- Brock Independent School District
- Garner Independent School District

- Millsap Independent School District
- Peaster Independent School District
- Poolville Independent School District
- Springtown Independent School District
- Weatherford Independent School District

2. Subject Matter of Agreement – JJAEP

The Board, in cooperation with the Districts, hereby establishes, provides, and shall operate the Parker County Juvenile Justice Alternative Education Program (JJAEP), also known as, Pathways Academy, as specified by Chapter 37 of the Texas Education Code (TEC), both through the direct provision of Department and through contractual agreements with service providers. Unless the context indicates otherwise, as used in this MOU, the term "day" means "school day" and the term "days" means "school days".

3. Student Placement, Due Process, Notice and Placement Term

A. The parties to this MOU acknowledge that Texas Education Code Sec. 37.011 (a) requires that every expelled student in a county with a population of 125,000 or greater who is not detained or receiving treatment under an order of the juvenile court must participate in an educational program. It is therefore the intent of the JJAEP to provide educational services to all expelled students of Parker County.

B. Texas Education Code, Chapter 37.010 (a) requires that every expelled student, who is not detained or receiving treatment under an order of the juvenile court, must participate in an educational program. The JJAEP will provide education to students expelled under the mandatory expulsion criteria in Chapter 37.007, (a), (d), or (e), or who are ordered to attend the JJAEP by the Juvenile Court.

a. The JJAEP will also provide education to students grade levels ages 10 to 18 expelled under the discretionary expulsion criteria in Chapter 37.007 (b), (c), or (f), and who are referred to the JJAEP by a school district or Court Order. Discretionary referrals will be accepted on an as space is available basis.

b. The Juvenile Board will provide JJAEP education to expelled students who are less than eighteen (18) years of age. Students referred eighteen (18) years of age or older will be reviewed for admission on an individual basis and will be admitted or denied at the sole discretion of the Director of PCJJAEP. The JJAEP will be required to begin placement proceedings within two (2) working days of receipt of referral, and the student will attend the JJAEP within five (5) working days of the initiation of placement proceedings. Upon expulsion to JJAEP, parents of youth on supervision of Parker County Juvenile Probation Department electing to place their child in a private or home school will be required to meet with a Parker County Juvenile Probation Officer for intake and will provide

private school information or home school curriculum information to the Probation Officer. The Probation Officer will review the terms of the expulsion order and all applicable terms of probation. If the District Court does not intervene by ordering this student to attend the JJAEP, then PCJJAEP will notify the District liaison of the parent's decision to place their child in private or home school.

C. For purposes of this agreement and pursuant to the Texas Family Code, Section 52.041 (e), notice by a school district of an expulsion must be provided to Parker County Juvenile Probation, 110 Throckmorton, Weatherford, Texas 76086 and Pathways Academy, Parker County JJAEP, 5189 I-20 West, Suite 109, Willow Park, Texas, 76087, within two (2) working days of the expulsion order. Failure to notify Juvenile Probation will result in the District's duty to compel the student to continue attending the school district's educational program, which will be provided to that student until such time as the notification to Juvenile Probation is properly made. Juvenile Probation will provide notification to school districts of action taken regarding expulsion referrals within two (2) working days of the disposition of those cases identified in accordance with Texas Family Code, Section 52.041 (d).

D. For each student expelled under mandatory and discretionary expulsion criteria, who is placed in the JJAEP by a District or Parker County Juvenile Probation, the minimum term of such placement will align with the term of the student's expulsion from school. The minimum placement in JJAEP will be 45 successful days of attendance and appropriate behavior. The maximum placement shall be twelve (12) months only for weapons offenses. The JJAEP may offer incentives for positive behavior which may include up to a 15-day reduction in the expulsion term. District expulsion orders will require the student to successfully complete all program requirements of the JJAEP. A weekly attendance progress record will be provided to the districts. For each student expelled under the mandatory expulsion criteria who is placed at the JJAEP, the Juvenile Court will consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the off-campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's placement will be transferred to the district of residence. The student's assignment at the district of residence will be within the sole discretion of the district of residence.

E. If the student is expelled under any mandatory or Title 5 felony expulsion provision, the referral to the JJAEP requires a law enforcement report, including but not limited to an arrest report, an at-large charge, an arrest warrant, and/or notice under Article 15.27 of the Code of Criminal Procedure. If a student is removed to JJAEP

under the registered sex offender provision, the referral to JJAEP requires official documentation of this registration.

4. Statutory Amendments

In the event the statutory law is amended to add, delete, or otherwise modify the grounds for mandatory and/or discretionary expulsions, then by operation of this provision all such amendments are deemed included within Section 3 of this MOU, as of the date such statutory amendments become legally effective.

5. Procedural Requirements for Referral & Placement Into JJAEP

In addition to the eligibility criteria contained in Section 3 above, the District must meet the following requirements for each student to be eligible for placement into the JJAEP:

A. Prior to expelling a student from the District and into the JJAEP, the District shall conduct a hearing at which the student is afforded appropriate due process as required by TEC §37.009(f).

- a. The placement of a student with a disability who receives special education Department may be made only by a duly constituted admission, review, and dismissal committee as required by TEC §37.004. The admission, review, and dismissal committee must invite a JJAEP representative to attend the meeting to ensure that special education provisions, if needed, can be provided.
- b. Prior to any expulsion or removal hearing to consider placement of a student in JJAEP, the District must invite an JJAEP representative to attend the meeting. This will allow JJAEP to assess the education requirements needed for the student, and to allow the paperwork to begin for the referral to Parker County Juvenile Probation as required by TEC §37.010.

B. All students who are expelled or removed to the JJAEP will be required to attend until one of the following circumstances have been met:

- a. Mandatory referrals- The student has completed all graduation courses, or has completed the equivalent program requirements; whichever occurs first;
- b. Discretionary referrals- the JJAEP will accept those students from the District on an as-space-is-available basis. The minimum length of placement for a discretionary student will be forty-five (45) successful school days unless space is needed for mandatory students.

C. In referring a student to the JJAEP, regardless of whether the referral is mandatory or discretionary, the District will complete and submit the provided

notification form, accompanied by a copy of the following student records prior to the student participating in the JJAEP:

- Expulsion or removal letter;
- Police notification or discipline referral;
- Most recent report card;
- Most current transcript;
- Fall & Spring class schedules;
- Statewide assessment scores;
- Attendance records;
- Discipline records;
- Immunization records;
- Home Language Survey;
- Free/reduced lunch eligibility letter (if applicable);
- Texas Student Data System (TSDS) or Texas Unique Student ID Number;
- The following special education records –
- most recent comprehensive and complete ARD paperwork;
- all manifestation determination ARD paperwork; and
- the most recent evaluation for special education eligibility;
- Language Proficiency Assessment Committee (LPAC) determination and documentation;
- Section 504 eligibility determination; and
- ESL documentation.

D. If a student moves/transfers to another District in Parker County prior to the completion of the original expulsion or removal term, the receiving District will not extend the student's length of placement in the JJAEP beyond the term defined in the original expulsion or removal order. If a student moves/transfers out of Parker County the receiving school district may enforce the order at that time on placement in another district that honored the order.

E. The JJAEP and the District may agree to credit a student's length of placement in an alternative educational program such as drug rehabilitation, detention, so forth - which occurs after the date of expulsion, toward the student's term of expulsion or removal.

F. The JJAEP may offer incentives for good behavior and/or academic achievement which may result in the reduction of a student's term of expulsion term. The JJAEP and the District may consider a student's successful completion of the program to coincide with the end of a grading period.

6. Attendance Reporting

The District will maintain placement of all JJAEP students using a campus identification number specific for JJAEP as required by TEC §37.011(h). The JJAEP will track attendance for each student participating in the program, and report weekly attendance to the District. The District

will be responsible for reporting violations of the compulsory attendance law to the appropriate court, with the JJAEP being provided notice of any such reporting.

7. Funding for JJAEP

Funding for the JJAEP shall occur as follows:

- A. The Board and the JJAEP will be the recipient of all Texas Juvenile Justice Department (TJJD) sources of funding for mandatory students, which TJJD is required and/or permitted to pay under state law; and such funds shall partially offset the cost to the Board of operating the JJAEP.**
- B. Funding for all discretionary or other students will be provided to the Board and the JJAEP by the District at a rate of \$115.00 per student attendance day. Payment will be made by the District to Parker County within 30 calendar days of receipt of an invoice.**
- C. With the exception of the payments made to the Board and/or the JJAEP and/or Parker County:**
 - a. as set forth in the preceding Sections 7(A) and 7(B);
 - b. those payments paid or incurred by the Districts as contemplated in the preceding Section 7(C);
 - c. as well as any other payments paid or incurred by the Districts as contemplated by any other provisions of this MOU – the Board is responsible for completing the annual special operating budget of the JJAEP and timely submitting it to the Parker County Commissioners Court for approval and funding.

8. Facilities, Staffing, and Daily Operations

The JJAEP will be provided in a facility operated and maintained by Parker County, specifically Pathways Academy, Parker County Juvenile Justice Alternative Education Program facility located at Willow Park Place, 5189 I-20 West, Suite 109, Willow Park, TX, 76087.

- A. The facility must comply with all applicable federal, state, and county regulations, as well as all TJJD standards.**
- B. The JJAEP will operate at least seven (7) hours a day and 180 days a year as required by TEC §37.011(t), unless a waiver has been submitted and approved by TJJD.**
- C. Staffing of the JJAEP will be the responsibility of Parker Juvenile Probation Department and a partnering school district.**
- D. Parker County Juvenile Probation Department will provide the following to all participating school districts:**

- a. facility, maintenance and operations, and security directly related to typical school operations.
- b. electronic/computer related supplies, network wiring, technical support, and all other computer and networking operations.
- c. the web-based on-line academic curriculum.
- d. all curriculum for any life skills training, decision making and guidance, social emotional learning and self-discipline programming.
- e. Staffing of a program administrator, supervision staff members (juvenile probation officers, case managers and/or community activities officers).
- f. Nothing herein shall burden any school district with the responsibility for providing educational services beyond the normal school day and/or year, including summer school or after-hours tutoring.

E. Participating school districts agree to the following provisions:

- a. All ADA funding entitlement generated from the date of each student's placement in educational programs shall remain with the sending or "home" district in which the student is participated, in accordance with TEC Section 37.0062
- b. The sending or "home" districts will maintain all educational records applicable to the students in the program.
- c. Any District which applies for and/or obtains such funds, grants, or otherwise receives any form of federal/state financial reimbursement for such meals, in relation to students participated and in actual attendance at the JJAEP, then the District will upon receipt immediately remit such funds to the school district providing meals.
- d. In the case of special population students as defined in Section 13 of this MOU, the District will be financially responsible for the provision of any related services determined necessary for such students.

F. The daily operating capacity of the JJAEP must not exceed 30 students.

- a. Upon reaching capacity, mandated students will be given priority for placement over non-mandated students.
- b. The JJAEP reserves the right to return any discretionary student to their home District in order to accommodate a mandatory student from any District.

- c. The JJAEP may recommend early termination of a mandatory student's expulsion term based on the student's overall compliance with the program, attendance, and grades; however, the sending School District has final acceptance and approval.

9. District Specific Agreements

Unless expressly outlined below, the participating school districts shall not be burdened with any undue responsibilities.

A. Aledo Independent School District agrees to the following:

- a. The Aledo Independent School District will provide both breakfast and lunch, for each student in attendance at the JJAEP. Aledo ISD will bill the Parker County Juvenile Probation Department (JJAEP) for meals prepared/served on a quarterly basis. Aledo ISD Child Nutrition staff will be responsible for obtaining the free/reduced/paid meal status of students attending JJAEP from the Child Nutrition staff of the student's home district. Aledo ISD will include the JJAEP students served on the monthly claim report filed with all other appropriate agencies. The cost of breakfast and lunch is as follows:

Breakfast for all grades:

Reduced meal price students: \$0.30 per day

Paid meal price students: \$1.71 per day

Lunch for Grades K-8:

Reduced meal price students: \$0.40 per day

Paid meal price students: \$2.84 per day

Lunch for Grades 9-12:

Reduced meal price students: \$0.40 per day

Paid meal price students: \$3.34 per day

There will be no charge for free meal price students for breakfast and/or lunch.

B. Weatherford Independent School District agrees to the following:

- a. The Weatherford Independent School District agrees to provide (2) certified teachers or (1) teacher and (1) paraprofessional, as deemed appropriate to meet educational needs at the JJAEP. One (1) of the certified teachers shall be Special Education certified. Salaries and related benefits shall be based on the Weatherford Independent School District pay scale. Weatherford ISD will bill Parker County Juvenile Probation (JJAEP) on a quarterly basis. Reimbursement

of salaries/benefits will be made to Weatherford Independent School District by Parker County Juvenile Probation Department (JJAEP) on a quarterly basis.

10. Transportation

Transportation of all students (mandatory and discretionary) to and from the JJAEP will be the responsibility of each respective District which has placed a student (or students) within the program.

This requirement does not preclude the District from making special arrangements with a student's parent(s)/legal guardian(s) on a case-by-case, for the purpose of allowing the student's parent(s)/legal guardian(s) to handle and provide for all such transportation to and from the JJAEP.

11. Meals

The Parker County Juvenile Probation Department in partnership with a local school district will provide both breakfast and lunch, for each student in actual attendance at the JJAEP.

It is the understanding of the Board that the current federal/state funding and reimbursement mechanism to the Districts for qualified students who receive meal assistance (breakfast and lunch) is based upon federal/state rates which are subject to change and may vary.

12. Curriculum

As a part of the JJAEP curriculum, it is agreed:

A. The JJAEP provides the following required courses in accordance with TEC §37.011(d):

- a. Core Courses:
 - English and Language Arts;
 - Math, Science and Social Studies;
 - Self-Discipline; and
 - High School Equivalency Program (GED).

B. The JJAEP provides the following elective courses in its curriculum:

- a. Elective courses –
 - As age appropriate- life skills, character training, and career guidance.
 - With respect to any elective course which the student is participated at their home campus, JJAEP will offer some courses (ex. Spanish, art) but not all courses due to the limitations of the curriculum and teacher certifications.

C. The JJAEP will communicate the student's academic progress to both the District and the student's parent(s)/legal guardian(s), in accordance to the student's home district's grade reporting periods.

- a. Through this communication process, the JJAEP will encourage both the District and the student's parent(s)/legal guardian(s) to participate in reviewing and monitoring the student's academic progress.
- b. In the case of a high school student, the JJAEP will review the student's progress toward meeting high school graduation requirements and establish a specific graduation plan for the student as required by TEC §37.011(d); however, the JJAEP is not required to provide a course necessary to fulfill a student's high school graduation requirements, other than as specified above in TEC §11(a) and §11(b).
- c. All completed coursework will be accepted by the District and any credit(s) earned by the student while participated in the JJAEP will be reflected on the student's school transcript.

13. Special Populations

Special populations and related provisions are as follows:

A. Special Education Services - the following provisions pertain to those students who are eligible for special education services:

- a. A student with a disability who receives special education services may be expelled or removed to the JJAEP only after a duly constituted Admission, Review, and Dismissal Committee (ARD) determines that the alleged offense and/or behavior was or was not a manifestation of the student's disability in accordance with TEC §37.004.
 - i. The JJAEP will be notified by the District and invited to participate in all ARD committee meetings scheduled to discuss the expulsion or removal of a special education student to the JJAEP. The District will provide a copy of the student's current Individual Education Plan (IEP) and/or Behavior Intervention Plan (BIP) to the JJAEP for review prior to the meeting. The JJAEP may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP.
 - ii. If a student who is either eligible for, or is receiving special education services, is expelled or removed to the JJAEP, then the District will continue to provide any related services as outlined in the IEP and/or BIP which are not available at the JJAEP. These related services may include,

but are not limited to counseling, transportation, interpretive services, and special curriculum.

- iii. If the JJAEP determines that a student, who has not previously been qualified as a student eligible for special education, may be eligible for services, then the JJAEP will refer the student to the District for evaluation and determination of eligibility for special education services, in accordance with applicable state and federal statutes and regulations.
- iv. If the JJAEP determines that the student's educational and/or behavioral needs cannot be met in the program, then the JJAEP will immediately notify the District. Upon receiving such notice from the JJAEP, the District will convene an ARD committee meeting to determine if the student's IEP and/or BIP need to be modified, or whether the student's placement will be reconsidered.

B. English as Second Language Learners - students identified as English as a Second Language (ESL) Learners will be assisted by the JJAEP and the District as follows:

- a. The JJAEP will provide ESL Learners with the necessary services, instruction, and/or accommodations as recommended by the Language Proficiency Assessment Committee (LPAC). The JJAEP intends to have one full time teacher who is ESL certified; however, to the extent that the JJAEP is not equipped to provide some, or all related services, then the services will continue to provide and pay for those related services recommended by LPAC which the JJAEP is unable to provide.

C. Students with Section 504 Plans - the JJAEP will serve identified students who require a Section 504 Plan to address a physical or mental impairment by providing the necessary services, instruction, or accommodations as recommended by the 504 Committee. The District will continue to provide and pay for any related services recommended by the 504 Committee which the JJAEP is unable to provide.

14. Statewide Assessment Tests

All students participated in the JJAEP at the time of statewide assessment testing will be provided an opportunity to test. The Districts will be responsible for administering all statewide assessment tests to include providing all required materials, supplies, and actively monitoring students at the time of testing. Arrangements may be made to test students at the JJAEP or at a campus designated by the Districts.

15. Exit and Transition of Students

The process associated with students exiting the JJAEP will include the following:

A. A certified teacher assigned by the JJAEP will review all academic work of a student prior to the student's exit from the JJAEP and will certify completion of coursework based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to TEC §28.002.

B. Upon completion of the program, the JJAEP will notify the District of the student's plan to return to the District. This notification will be provided in writing and will include, at a minimum, the student's attendance days, withdrawal grades, any credits earned, and the results of the IOWA assessment administered to the student.

C. In accordance with TEC §37.011(d), all completed coursework will be accepted by the District and any credit(s) earned by the student while participated in the JJAEP will be reflected on the student's school transcript.

16. Term of MOU

The term of this MOU will be from September 1, 2024, or upon execution of the MOU by the last signatory to the MOU, whichever is later. The MOU will only need to be reviewed and approved by the Board and each of the Districts as necessary.

A. This agreement may be reviewed at any time at the written request of either party.

17. Miscellaneous Provisions

A. This MOU may be amended at any time; however, with the exception of Section 4 above, this MOU may only be amended by a written agreement which has been approved and signed by the Board and each District.

B. In the event that any provision, or provisions, contained in this MOU is/are held to be unenforceable, then this MOU shall be construed without such provision(s), and the remaining provisions shall continue in full force and effect. This MOU constitutes the complete, exclusive, and final agreement between the parties, and supersedes all oral or written proposals, prior written agreements, and/or other prior communications between the parties concerning the subject matter of this MOU.

18. Signatures

This MOU is hereby approved and signed by the Board and each of the nine named School Districts (in alphabetical order) on the signature pages that follow:

PARKER COUNTY JUVENILE BOARD

Honorable Graham Quisenberry
Juvenile Board Chairman
415th District Court

(Date)

Ashley Marineau, LBSW-IPR
Director/Chief, Juvenile Probation
Parker County Juvenile Probation

(Date)

AZLE INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

ALEDO INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

BROCK INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

GARNER INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

MILLSAP INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

PEASTER INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

POOLVILLE INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

SPRINGTOWN INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)

WEATHERFORD INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____

Board of Trustees President or Designee

(Signature of President/Designee)

(Printed Name of President/Designee)
