

**TAYLOR COUNTY
LEARNING CENTER**
*A JUVENILE JUSTICE ALTERNATIVE
EDUCATION PROGRAM*



2013-2014

**MEMORANDUM of
UNDERSTANDING**

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TAYLOR COUNTY LEARNING CENTER (JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM)

(August 2013-July 2014)

Taylor County, Texas has a population greater than 125,000 and therefore, the **Taylor County Juvenile Board (hereinafter "Juvenile Board")** and the **Wylie Independent School District located within Taylor County (hereinafter "Parties")** adopt this Memorandum of Understanding (hereinafter "MOU") to operate a Juvenile Justice Alternative Education Program at the **Taylor County Learning Center (hereinafter the "TCLC")** in compliance with the Texas Education Code ("TEC"), Section 37.011.

The **Parties** agree that the **TCLC** is a cooperative effort between the educational community and the juvenile justice system with primary goals of the **TCLC** being education, discipline, rehabilitation, and progress toward grade level performance. The **TCLC** utilizes an alternative classroom site, which allows continued education despite on-campus law violations. The **TCLC** balances the educational needs of students with the necessity of maintaining supervision in the community by isolating and educating the few students whose behavior demands much time and distracts other students. The **TCLC** encompasses all school districts located in whole or in part in Taylor County and is for residents of Taylor County only.

Administration of the Taylor County Learning Center

In consideration of mutual covenants, the **Parties** agree as follows:

1. The development and daily administration of the education program will be conducted by **the Taylor County Juvenile Probation Department (hereinafter "the Department")** in compliance with Texas Juvenile Justice Department (TJJD) standards, the Texas Education Code, and in cooperation with all school districts located within Taylor County.
2. The **Department** will operate the Educational Program for the benefit of any school districts located in whole or in part in Taylor County, Texas, for students who reside in the county and who are or were, when expelled, enrolled in a school district located in whole or in part in Taylor County. Space permitting, **School Districts** not located in whole in Taylor County may refer students to the **TCLC** according to the Admission procedures set out in this MOU. The Department will provide:
 - A. All fiscal requirements;
 - B. Selection, training, supervision and evaluation for all personnel in the **TCLC**;
 - C. Acquisition of educational materials; and,
 - D. Supervision, structure and academic instruction as required by TJJD standards.

3. The **Wylie Independent School District** with student(s) placed under discretionary expulsion and enrolled in **TCLC** will be charged the base rate of \$90.00 per regular education student per day of attendance and \$100.00 per special education student per day of attendance for the 180 day school year. A base rate of \$45.00 per regular education student per half day of attendance and \$50.00 per special education student per half day of attendance for a maximum of 35 summer school days. During the period for which this Memorandum of Understanding remains in effect, the **TCLC** shall charge and invoice the **Wylie Independent School District** no later than 15 days from the last day of the month for which payment is being requested.
4. If the school district is compensated for missed attendance days by discretionary students due to disaster, flood, extreme weather conditions or other calamity, the **JJAEP** shall be paid for the attendance days missed.
5. The **Wylie Independent School District** will pay the invoiced amount to Taylor County. All funds paid to Taylor County under terms of this agreement will be expended on the **TCLC**.
6. Taylor County will provide staff as follows:
 - A. A minimum of two State Certified Teachers, Educational Director, and additional Teachers sufficient to meet the state criteria of 1 teacher to 24 students (1-16 preferred);
 - B. Adequate supervision staff;
 - C. Para-educator(s) to assist students in daily academic instruction;
 - D. A caseworker for at least each 44 students (1 to 25 preferred);
 - E. A nurse, as required, will be provided through arrangements with Wylie Independent School District on a shared basis;
 - F. Administrative staff to ensure program compliance.

Expulsions to the Taylor County Learning Center

The **Taylor County Learning Center** will serve students who have been charged and expelled under 37.007, TEC, Expulsion for Serious Offenses as follows:

1. Mandatory Expulsion Law: A student **shall** be expelled from a school if the student, on school property or while attending a school-sponsored or school-related activity on or off school property commits any of the following offenses:

Sec. 37.007. EXPULSION FOR SERIOUS OFFENSES. (a) Except as provided by Subsection (k), a student **shall** be expelled from a school if the student, on school property or while attending a school-sponsored or school-related activity on or off of school property:

(1) uses, exhibits, or possesses:

(A) a firearm as defined by Section 46.01(3), Penal Code;

(B) an illegal knife as defined by Section 46.01(6), Penal Code, or by local policy;

- (C) a club as defined by Section 46.01(1), Penal Code; or
- (D) a weapon listed as a prohibited weapon under Section 46.05, Penal Code;

(2) engages in conduct that contains the elements of the offense of:

- (A) aggravated assault under Section 22.02, Penal Code, sexual assault under Section 22.011, Penal Code, or aggravated sexual assault under Section 22.021, Penal Code;
- (B) arson under Section 28.02, Penal Code;
- (C) murder under Section 19.02, Penal Code, capital murder under Section 19.03, Penal Code, or criminal attempt, under Section 15.01, Penal Code, to commit murder or capital murder
- (D) indecency with a child under Section 21.11, Penal Code;
- (E) aggravated kidnapping under Section 20.04, Penal Code;
- (F) aggravated robbery under Section 29.03, Penal Code;
- (G) manslaughter under Section 19.04, Penal Code;
- (H) criminally negligent homicide under Section 19.05, Penal Code; or
- (I) continuous sexual abuse of young child or children under Section 21.02, Penal Code; or

(3) engages in conduct specified by Section 37.006(a)(2)(C) or (D), if the conduct is punishable as a felony.

(d) A student **shall** be expelled if the student engages in conduct that contains the elements of any offense listed in Subsection (a), and may be expelled if the student engages in conduct that contains the elements of any offense listed in Subsection (b)(2)(C), against any employee or volunteer in retaliation for or as a result of the person's employment or association with a school district, without regard to whether the conduct occurs on or off of school property or while attending a school-sponsored or school-related activity on or off of school property.

(e) In accordance with 20 U.S.C. Section 7151, a local educational agency, including a school district, home-rule school district, or open-enrollment charter school, **shall** expel a student who brings a firearm, as defined by 18 U.S.C. Section 921, to school. The student **must** be expelled from the student's regular campus for a period of at least one year, except that:

(1) the superintendent or other chief administrative officer of the school district or of the other local educational agency, as defined by 20 U. S.C. Section 7801, may modify the length of the expulsion in the case of an individual student;

(2) the district or other local educational agency shall provide educational services to an expelled student in a disciplinary alternative education program as provided by Section 37.008 if the student is younger than 10 years of age on the date of expulsion; and

(3) the district or other local educational agency may provide educational services to an expelled student who is 10 years of age or older in a disciplinary alternative education program as provided in Section 37.008.

Students expelled under mandatory expulsion offenses may be 17 years of age or older (under the compulsory attendance requirements) and out of jurisdiction of the juvenile court. These students must still be served by the JJAEP.

2. Discretionary Expulsions – Offense Related: TCLC will also serve a student who has been expelled for the following offenses while on school property or school related activity on or off school property.

Sec. 37.007. EXPULSION FOR SERIOUS OFFENSES. (b) A student may be expelled if the student:

(1) engages in conduct involving a public school that contains the elements of the offense of false alarm or report under Section 42.06, Penal Code, or terroristic threat under Section 22.07, Penal Code;

(2) while on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off of school property:

(A) sells, gives, or delivers to another person or possesses, uses, or is under the influence of any amount of:

(i) marijuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et seq.;

(ii) a dangerous drug, as defined by Chapter 483, Health and Safety Code; or

(iii) an alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code;

(B) engages in conduct that contains the elements of an offense relating to an abusable volatile chemical under Sections 485.031 through 485.034, Health and Safety Code;

(C) engages in conduct that contains the elements of an offense under Section 22.01(a)(1), Penal Code, against a school district employee or a volunteer as defined by Section 22.053; or

(D) engages in conduct that contains the elements of the offense of deadly conduct under Section 22.05, Penal Code;

(3) subject to Subsection (d), while within 300 feet of school property, as measured from any point on the school's real property boundary line:

(A) engages in conduct specified by Subsection (a); or

(B) possesses a firearm, as defined by 18 U.S.C. Section 921;

(4) engages in conduct that contains the elements of any offense listed in Subsection (a) (2) (A) or (C) or the offense of aggravated robbery under Section 29.03, Penal Code, against another student, without regard to whether the conduct occurs on or off of school property or while attending a school-sponsored or school-related activity on or off of school property; or

(5) engages in conduct that contains the elements of the offense of breach of computer security under Section 33.02, Penal Code, if:

(A) the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and

(B) the student knowingly:

(i) alters, damages, or deletes school district property or information; or

(ii) commits a breach of any other computer, computer network, or computer system.

A student who engages in conduct that contains the elements of the offense of criminal mischief under Section 28.03, Penal Code, **may** be expelled at the district's discretion if the conduct is punishable as a felony under that section. The student shall be referred to the authorized officer of the juvenile court regardless of whether the student is expelled.

(i) A student who engages in conduct described by Subsection (a) **may** be expelled from school by the district in which the student attends school if the student engages in that conduct:

(1) on school property of another district in this state; or

(2) while attending a school-sponsored or school-related activity of a school in another district in this state.

Students expelled under discretionary expulsion offenses must be under 17 years of age and under the jurisdiction of the juvenile court, but not younger than 10 years of age.

However, if a student is expelled from the ISD under the **Mandatory Expulsion Law or Discretionary Expulsion** provision (Sec. 37.007. EXPULSION FOR SERIOUS OFFENSES) and as outlined in the Texas Family Code Section 52.041 (d)(1)(2)(3)(4)(5) and one or more of the following occurs:

- A determination is made under Family Code Section 53.01 that the person referred to juvenile court was not a child as that term is defined by Family Code Section 51.02(2);
 - A determination was made that no probable cause existed to believe the child engaged in delinquent conduct or conduct indicating a need for supervision;
 - A determination is made that no deferred prosecution or formal court proceedings will be initiated against the child;
 - The court or the jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or
 - The child was adjudicated but no disposition was or will be ordered by the court,
- Then the student must be readmitted to the ISD and in accordance with the requirements of this MOU.**

3. Discretionary Expulsions – Serious Misbehavior: TCLC will also serve a student who may be expelled if the student while placed in an Alternative Education Program (D.A.E.P.) for disciplinary reasons continues to engage in serious misbehavior.

Sec. 37.007. EXPULSION FOR SERIOUS OFFENSES (c) A student **may** be expelled if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior while on the program campus despite documented behavioral interventions. For purposes of this subsection, "serious misbehavior" means:

- (1) deliberate violent behavior that poses a direct threat to the health or safety of others;
- (2) extortion, meaning the gaining of money or other property by force or threat;
- (3) conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- (4) conduct that constitutes the offense of:
 - (A) public lewdness under Section 21.07, Penal Code;
 - (B) indecent exposure under Section 21.08, Penal Code;
 - (C) criminal mischief under Section 28.03, Penal Code;
 - (D) personal hazing under Section 37.152; or
 - (E) harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

Students expelled under discretionary expulsion for serious misbehavior must be 11 years of age or over and be enrolled in the sixth grade or higher. Students expelled under discretionary expulsion for serious misbehavior must be under 17 years of age.

4. Removal of Registered Sex Offenders: TCLC will also serve a student who has been ordered by the court to register as a sex offender. This student may only be removed once per offense for a minimum of one semester (90 days). At the completion of one semester the school districts board of trustees shall convene a committee to review the student's placement. This committee shall be made up of a classroom teacher from the student's home campus, student's parole or probation officer or other representative of the juvenile probation department, instructor from the alternative education program student is assigned, school district designee selected by the board of trustees, and a counselor employed by the school district. The committee by majority vote shall determine and recommend to the school board whether the student should be returned to the regular classroom. The committee shall use the following to determine the student's placement:

- a. Does the student's presence threaten the safety of the other students or teacher;
- b. Will the student's placement be detrimental to the educational process;
- c. Or is this placement in the best interests of the district's students?

The board of trustees using the above guidelines may overrule the committee. If the recommendation is for the student to remain in TCLC, the board before the beginning of each school year will meet to review the students' placement. If a registered sex offender is removed from **Wylie Independent School District** and placed at TCLC, payment will be made as a discretionary expulsion.

Admission to Taylor County Learning Center

The Parties agree to comply with the following admission procedures. The steps are mandatory for a student's admission into the TCLC.

- A. School District:
 1. Notification of the expulsion hearing shall be given to the TCLC with 48-hour prior notice of an expulsion hearing being set. Notification shall be hand delivered, via Fax, by telephone call, or by e-mail.
 2. A representative of the **Wylie Independent School District** shall deliver to the TCLC a copy of the order expelling a student, student academic transcript including discipline records, a TAKS/STAAR Summary Sheet, immunization records, withdrawal grades, home language survey, copy of birth certificate and social security card, and all special education documentation including: all Admission Review Dismissal (ARD) reports within the last calendar year prior to expulsion, and IEP per Chapter 37.004 of the TEC. Such delivery shall be made no later than the day of the expulsion hearing.

3. **Wylie Independent School District** will give notice of ARD committee meetings to the **TCLC**, and a **Department** representative will be allowed to attend the ARD.
4. **Wylie Independent School District** will determine responsibility for transportation of students to and from the **TCLC** each day the **TCLC** is in session. If a child is a discipline problem to the extent he/she is ineligible for bus transportation, the parent will assume the responsibility for transportation to and from the **TCLC**.
5. **Wylie Independent School District** shall provide special education students with the same level of educational services as have been mandated by ARD at any time within the previous semester of school, including but not limited to aides, interpreters, ancillary curriculum, classroom modifications, speech therapy and tutors.
6. At such time as a child moves into the county who has been expelled from another public school, **Wylie Independent School District** into whose area the child has moved will determine whether to uphold such expulsion. In such cases, if the **Wylie Independent School District** upholds the expulsion, the child will be admitted to the **TCLC** on the same terms and conditions as other students.
7. The length of placement shall typically be 90 days. For **mandatory expulsions** outlined in Section A and **discretionary expulsions** outlined in Section B, the length of expulsion may extend beyond the 90 day agreement between **Wylie Independent School District** and **TCLC**. For **serious misbehavior expulsions** the length of expulsion may not exceed the 90 day agreement between **Wylie Independent School District** and **TCLC**. The expulsion hearing committee may with the agreement of the **TCLC** Facility Administrator reduce the number of days a student is expelled.
8. Expulsion to the **TCLC** is structured for students to successfully complete the program in the number of days the expulsion hearing committee set for the student. Students may earn points by exhibiting positive behavior and work ethics to reduce their expulsion by no more than 10% of the number of days expelled from **Wylie Independent School District**. For example if a student is expelled for 90 days, they have the opportunity to earn points to return to school 9 days early. Students that do not progress due to poor performance or behavior will result in extended days of assigned expulsion until such time the student completes all requirements satisfactorily, not to exceed the maximum length of placement allowed by law or determined by the District to be appropriate under the circumstance. Texas Education Code Section 37.009(h) The period of an expulsion may not exceed one year unless, after a review, the district determines that: (1) the student is a threat to the

safety of other students or to district employees; or (2) extended placement is in the best interest of the student.

Taylor County Juvenile Probation Department

1. Upon notification to the **Department** of a scheduled expulsion hearing, the **Department** will assign a **Department Representative** to be present at the hearing. If the child is expelled, the **Department Representative** will inform the juvenile and the parents of action to be taken by the **Department**.
2. If the student is already under court supervision, the Juvenile Court will decide whether to amend the conditions of probation or incorporate attendance to the **TCLC** as a condition of release from detention.
3. If the student is not under prior court supervision, the Court Officer may refer the case to the Juvenile Prosecutor who will give prompt notice of the deferred prosecution or file a petition alleging the student is in need of supervision or has engaged in delinquent conduct. If a petition is filed, the Juvenile Prosecutor may recommend, with the disposition order, an order to participate in the **TCLC**.
4. The **TCLC** shall make available tours of the **TCLC** facility for those youth deemed appropriate by the Alternative Education Program (AEP). These youth will be those who are considered "at risk" of being expelled from the AEP.

Joint Efforts to Control Student Population

In order to meet and remain in compliance with state standards, the overall student population must be forty-four (44) students or less. It is in all parties' best interest to cooperate to keep the student population below forty-four (44) students. If the overall student population reaches forty-four (44), the **TCLC** and the **Wylie Independent School District** will cooperate to return students to referring districts as needed. Also, Summer School at **TCLC** will be open only to students who had the opportunity to complete their expulsion by the end of the 2013-2014 school year or in other extenuating circumstances as requested by the district, and only if adequate funding is available to **TCLC**.

The **Parties** agree that each student will be bound to the **TCLC Student Code of Conduct** that outlines expectations and disciplinary actions for violations.

This Agreement shall remain in effect for the duration of the 2013-2014 school year, including summer school.

The **Parties** agree to meet as necessary to discuss the progress of the **TCLC** and revise this agreement to address any needs.

The **Wylie Independent School District** will adopt a student code of conduct in accordance with the TEC, Sec. 37.007. **EXPULSION FOR SERIOUS OFFENSES.**

The **TCLC** will operate a minimum of seven (7) hours per day and no less than one hundred eighty (180) days per year unless permission for waiver of this requirement is obtained from the appropriate state agency. The students will adhere to the **TCLC** holiday schedule and bad weather days. Current plans are for classes to start at 8:00 a.m. and end at 3:00 p.m. Classes will begin on August 26, 2013.

The Juvenile Board shall develop, adopt and enforce written operational policies and procedures for the **TCLC** that will conform to the TJJD's standards for Juvenile Justice Alternative Education Programs (JJAEPs).

TCLC will offer instruction in English Language Arts, Math, Science, Social Studies, a number of academic electives, and self-discipline classes. Also high school equivalency classes will be presented based on individual need.

The Probation Officer/Case Manager and Facility Administrator at **TCLC** will address truancy and excessive tardiness with student and or parent conferences, issue warning letters, make home visits, refer truancy to the home school truant officer, or file truancy with appropriate officials. **TCLC** will defer to the student's home school truancy plan and will communicate regularly with the truant officer. **TCLC** will, within two working days, report truancy to the appropriate enforcement agency. **TCLC** Probation Officer/Case Manager and Facility Administrator will monitor all truancy issues.

This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified except by the mutual written agreement of the Parties hereto.

This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations created hereunder shall be performable in Taylor County, Texas.

Any notice provided for under the terms of this Agreement by either Party to the other shall be in writing and delivered by registered or certified mail, return receipt requested, properly addressed to the entity or by securing a receipt from the receiving party for the notice.

Notices for which time is of the essence may be made by fax, by e-mail, or by telephone with the prior consent of the person being notified. Any Party may change the address to which notice may be sent to that Party by giving notice of such change to the other Parties in accordance with the provisions of this Agreement.

The individuals executing the Agreement on behalf of the respective Parties below represented to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so on behalf of the Party for which his/her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his/her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

This Agreement shall refer to and be binding upon the herein listed entities and their successors and assigns. All participants in expulsion hearings are required to follow the guidelines established by the MOU.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes.

Approved by the **JJAEP Facility Administrator** on the _____ day of
_____ 2013.

Lynn Broyles
JJAEP Facility Administrator

Approved by the **Taylor County Chief Juvenile Probation Officer** on the _____ day of
_____ 2013.

Michael R. Lindsay
Chief Juvenile Probation Officer

Approved by the **Taylor County Juvenile Board** on the _____ day of
_____ 2013.

Judge Robert Harper
Juvenile Board Chairman

Approved by **Wylie Independent School District** on the _____ day of
_____ 2013.

Authorized Agent