

**JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM  
MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE JOHNSON COUNTY JUVENILE BOARD  
AND  
JOHNSON COUNTY INDEPENDENT SCHOOL DISTRICTS**

**Term of Agreement:        August 1, 2019 – July 31, 2020**

**This Memorandum of Understanding (“MOU”) is entered into pursuant to Chapter 37 of the Texas Education Code (TEC), by and between the Independent School Districts of Johnson County (“Districts”), as indicated by the signatures of their representatives herein below, and the Johnson County Juvenile Justice Alternative Education Program (JCJJAEP) as the agent for the Juvenile Board of Johnson County, Texas (Juvenile Board).**

**WHEREAS**, Johnson County, Texas, has a population greater than 125,000, and the Juvenile Board has been mandated by Texas Education Code Section 37.011 to develop a Juvenile Justice Alternative Education Program, subject to the approval of the Texas Juvenile Justice Department; and,

**WHEREAS**, the Districts have been mandated by Texas Education Code Section 37.007(a), (d) and (e) to expel students for mandatory offenses; and,

**WHEREAS**, the Districts have the discretion to expel students under Texas Education Code Section 37.007(b), (c), or (f), (i), Section 37.0052 and Section 37.0081 for conduct defined as a felony offense in Title 5 of the Texas Penal Code; and,

**WHEREAS**, the Districts have the discretion to remove students under Texas Education Code Section 37.309(b) who are registered sex offenders; and,

**WHEREAS**, the parties hereto agree that the JCJJAEP is a cooperative effort between the educational community and the juvenile justice system with the primary goals of the program being education and rehabilitation of juvenile offenders.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1.     Subject of Agreement**

The Juvenile Board, in cooperation with the Districts, will provide the Johnson County Juvenile Justice Alternative Education Program (JCJJAEP) as specified by Chapter 37 of the Texas Education Code, both through direct provision of services and through contractual agreements with service providers.

## 2. **Student Eligibility**

The JCJJAEP will provide services to students expelled or removed under the following provisions:

- (a) **Mandatory** expulsion criteria defined by TEC 37.007(a), (d) or (e).
- (b) **Discretionary** expulsion criteria listed below that meets a misdemeanor B level offense or above:
  - TEC 37.007(b), (c), (f) or (i);
  - TEC 37.0052 concerning certain bullying behavior; or
  - TEC 37.0081 concerning Penal Code Title 5 felony offenses.
- (c) **Other** removal criteria defined as:
  - TEC 37.309 concerning registered sex offenders.
  - As ordered by the Juvenile Court.
  - As a condition of juvenile probation.

In addition to the above stated provisions, students must meet the following criteria to be eligible for enrollment in the JCJJAEP:

- Grade levels 5<sup>th</sup> – 12<sup>th</sup> (some restrictions may apply to 5<sup>th</sup> grade); and
- Ages 10-16 with a referral to Juvenile Services; or
- Ages 17-19 on a case-by-case basis; and
- The school district must have notified the local law enforcement (i.e. filed an offense report) regarding the alleged incident, which is the basis of the expulsion; and
- A law enforcement entity must have made a formal referral of the case to the juvenile court for juvenile offenders or forwarded the case to the criminal court prosecution intake for adult offenders or have completed an offense report on the incident.

## 3. **Referral and Enrollment**

Prior to expelling or removing a student to the JCJJAEP, the District must conduct a hearing at which the student is afforded appropriate due process as required by Texas Education Code Section 37.009(f). In addition, the placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal committee as required by Texas Education Code Section 37.004. The admission, review, and dismissal committee must invite a JCJJAEP representative to attend the meeting to ensure special education provisions, if needed, can be provided.

Prior to any expulsion or removal hearing to consider placement of a student in JCJJAEP, the District will notify JCJJAEP beforehand. This allows JCJJAEP to assess the education requirements needed of the student, and to allow the paperwork

to begin for the referral to Johnson County Juvenile Services as required by Texas Education Code Section 37.010.

Mandatory students who are expelled or removed to the JCJJAEP will be required to attend until one of the following have been met:

- (a) Eighty (80) successful school days or completion of all graduation or equivalent program requirements, whichever comes first;
- (b) A maximum of one (1) school year or 180 school days;
- (c) All probation and/or court-related requirements have been successfully completed;
- (d) The referring charge has been declined by the Prosecutor or dismissed by the Court; or
- (e) Due to space restrictions, the student is recommended for early termination as outlined in Section 6 of this MOU.

The JCJJAEP will accept discretionary referrals that meet the criteria of misdemeanor B or above and have been referred to Juvenile Services or the District Attorney's office. In addition, discretionary referrals will be accepted on an as-space-is-available basis. The minimum length of placement for a discretionary student will be thirty (30) successful school days unless space is needed for mandatory students. The JCJJAEP and District may agree to a length of placement beyond 30 successful days, but not more than 80 successful days, on a case-by-case basis. The District will refer a student to the JCJJAEP by completing the provided notification form and including a copy of the following student records prior to the student enrolling in the JCJJAEP:

- (a) Expulsion or removal letter
- (b) Police notification or discipline referral
- (c) Withdrawal record with grades
- (d) Most recent report card
- (e) Most current transcript
- (f) Fall & Spring class schedules
- (g) Statewide assessment scores
- (h) Attendance records
- (i) Discipline records
- (j) Birth certificate
- (k) Social security card
- (l) Immunization records
- (m) Home Language Survey
- (n) Texas Student Data System (TSDS) or Texas Unique Number
- (o) Special education records:
  - most recent full & complete ARD paperwork
  - manifestation determination ARD paperwork
  - most recent evaluation for special education eligibility
- (p) LPAC
  - language proficiency assessment committee determination
- (q) 504
  - section 504 eligibility determination

If a student moves/transfers to a District in Johnson 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 JCJJAEP beyond the term defined in the original expulsion or removal order.

The JCJJAEP and District may agree to include a student's length of placement in an alternative educational program (such as drug rehab, detention, etc.), which occurs after the date of expulsion, toward the student's term of expulsion or removal.

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

#### **4. Attendance Reporting**

The District will maintain enrollment of all JCJJAEP students using a campus identification number specific for JCJJAEP as required by Texas Education Code Section 37.011(h).

The JCJJAEP will track attendance for each student enrolled 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.

#### **5. Funding**

Funding for all mandatory students will be provided to the Juvenile Board by the Texas Juvenile Justice Department at a rate of \$86.00 per student attendance day.

Funding for all discretionary or other students will be provided to the Juvenile Board by the District at a rate of \$86.00 per student attendance day. Payment will be made within 30 days of receipt of an invoice from the billing authority of Johnson County.

In the case of special population students (as defined in Section 9 of this MOU), the District will be financially responsible for the provision of any related services determined necessary for those students.

#### **6. Facilities, Staffing, and Daily Operations**

The JCJJAEP will be provided in a facility operated and maintained by Johnson County, specifically located at 1102 E. Kilpatrick, Suite C, Cleburne, Texas. The facility must comply with all applicable federal, state, county, and city regulations and TJJD standards. The JCJJAEP will operate at least seven (7) hours a day and 180 days a year as required by Texas Education Code Section 37.011(f), unless a waiver has been submitted and approved by TJJD. The JCJJAEP will provide all personnel

and services necessary to operate the JCJJAEP, by either direct provision or through contractual agreements.

Due to space limitations, the daily population of the JCJJAEP must not exceed 8 students. Upon reaching capacity, mandated students will be given precedence for enrollment over non-mandated students. The JCJJAEP reserves the right to return any discretionary student to his or her home District in order to accommodate a mandatory student from any District. In the event of overcrowding, the JCJJAEP may recommend early termination of a mandatory student's expulsion term based on the student's overall compliance with the program, attendance and grades.

## **7. Transportation**

Transportation of students to the JCJJAEP will be the responsibility of the student and/or his/her parent(s)/legal guardian(s).

Transportation to the JCJJAEP of students eligible for special education services will be reviewed by the District Admission, Review, and Dismissal (ARD) committee prior to placement in the JCJJAEP, and will follow what is outlined in the Individualized Education Plan (IEP). If according to the IEP, the District is required to provide transportation for the student, then the District will continue to provide transportation for the student to the JCJJAEP. If the IEP does not require the District to provide transportation for the student, then transportation to the JCJJAEP will be the responsibility of the student's parent(s)/legal guardian(s).

## **8. Curriculum**

The JCJJAEP will provide the following required courses in accordance with Texas Education Code Section 37.011(d):

- English/Language Arts, Math, Science and Social Studies;
- Self-Discipline; and
- A High School Equivalency Program (GED).

All completed coursework will be accepted by the District and any credit(s) earned by the student while enrolled in the JCJJAEP will be reflected on the student's school transcript.

The JCJJAEP may provide elective courses as available through current JCJJAEP curriculum. The District will provide for instruction in any elective course that cannot be provided by the JCJJAEP but that the District wants the student to maintain. The student's coursework will be addressed at the time of the expulsion or removal hearing and a determination will be made as to how the courses for which the student is currently enrolled can be maintained.

The JCJJAEP will provide a student's academic progress to the parent(s)/legal guardian(s), and in the case of a high school student, will review the student's progress toward meeting high school graduation requirements and establish a specific

graduation plan for the student as required by Texas Education Code Section 37.011(d). The JCJJAEP is not required to provide a course necessary to fulfill a student's high school graduation requirements other than a course specified in this section.

## **9. Special Populations**

### **Students Eligible for Special Education Services:**

A student with a disability who receives special education services may be expelled or removed to the JCJJAEP only after a duly constituted Admission, Review, and Dismissal (ARD) committee determines that the alleged offense and/or behavior was not a manifestation of the student's disability in accordance with Texas Education Code Section 37.004.

The JCJJAEP 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 JCJJAEP. The District will provide a copy of the student's current Individual Education Plan (IEP) and/or Behavior Intervention Plan (BIP) to the JCJJAEP for review prior to the meeting. The JCJJAEP may participate in the meeting to the extent that the meeting relates to the student's placement in the JCJJAEP.

If a student eligible for or receiving special education services is expelled or removed to the JCJJAEP, the District will continue to provide any related services outlined in the IEP and/or BIP which are not available at the JCJJAEP. Related services may include, but are not limited to: counseling, transportation, interpretive services, and special curriculum.

If the JCJJAEP determines that a student, who has not previously been qualified as a student eligible for special education, may be eligible for services, the JCJJAEP 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.

If the JCJJAEP determines that the student's educational and/or behavioral needs cannot be met in the program, the JCJJAEP will immediately notify the District. Upon receiving such notice from the JCJJAEP, 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.

### **Students Identified as English as a Second Language (ESL) Learners:**

The JCJJAEP will serve students identified as English as a Second Language (ESL) learners by providing the necessary services, instruction, or accommodations as recommended by the Language Proficiency Assessment Committee. The District will continue to provide any related services recommended by the Language Proficiency Assessment Committee which are not available at the JCJJAEP.

**Students with Section 504 Plans:**

The JCJJAEP 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 any related services recommended by the 504 Committee which are not available at the JCJJAEP.

**10. Statewide Assessments**

A student who is enrolled in the JCJJAEP at the time of statewide assessments will be given an opportunity to test. The District will be responsible for administering all statewide assessments to include providing all required materials and/or supplies and actively monitoring students at the time of testing. Arrangements may be made to test students at the JCJJAEP or at a campus designated by the District.

**11. Exit and Transition**

A certified teacher assigned by the JCJJAEP will review all academic work of a student prior to the student's exit from the JCJJAEP, 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 Texas Education Code Section 28.002.

Upon completion of the program, the JCJJAEP 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, and any credits earned.

In accordance with Texas Education Code Section 37.011(d), all completed coursework will be accepted by the District and any credit(s) earned by the student while enrolled in the JCJJAEP will be reflected on the student's school transcript.

**12. Term of MOU**

The term of this MOU will be from August 1, 2019, or upon execution of the MOU by the last signatory to the MOU, whichever is later, through July 31, 2020. If this MOU is not terminated by either party, or if neither party requests an amendment to the MOU, this MOU must thereafter continue in effect until such time as either party requests that it be terminated or superseded.

**13. Miscellaneous**

In the event that an MOU has not been executed by September 1<sup>st</sup> of the current school year, and an agreement does not appear possible, the parties must submit to binding arbitration, as outlined in Texas Education Code Section 37.011(p). If, however, ongoing negotiations prohibit the execution of the MOU for the current school year, the past school year MOU remains in effect until the new MOU is finalized and executed.

At such time as the Juvenile Services Director and the representatives from the participating school districts reach an agreement, or an MOU is promulgated by the arbitrators, such MOU must be submitted to the Juvenile Board and to the school board for each of the participating school districts for their consideration and approval. The new MOU must, after approval by the appropriate authorities, or following the mandate of the arbitrators, upon its effective date supersede the existing MOU. At which time the new MOU is completed, each school district is required to submit for board approval the new MOU, allowing for the last year's MOU to expire.

Should any party fail or decline to execute the MOU, or fail to appear or submit to binding arbitration, after reasonable notice of such proceedings by certified mail or hand delivery, then the arbitrators selected by the other party may enter an MOU on behalf of the recalcitrant party and obligate the recalcitrant party to the terms and provisions of the MOU.

This MOU constitutes the complete and exclusive agreement between the parties, and supersedes all oral or written proposals, prior written agreements, and other prior communications between the parties, concerning the subject matter of this MOU. In the event that any of the provisions contained in this MOU are held to be unenforceable, this MOU must be construed without such provisions, and the remaining provisions hereof continue in full force and effect. In the event that state law affecting the operation of the JCJJAEP changes after the date this MOU is entered into, the parties agree to amend the MOU accordingly.

Any student who does not meet the eligibility requirements of this MOU is not entitled to educational services by the JCJJAEP.

#### 14. Signatures

JOHNSON COUNTY JUVENILE BOARD

Signed this the 8 day of April, 2019

  
\_\_\_\_\_  
Chairman, Judge Robert Mayfield  
County Court at Law No. 1

\_\_\_\_\_  
INDEPENDENT SCHOOL DISTRICT

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Board of Trustees President or Designee