

2026-2027

1673 Terre Colony Ct
Dallas, TX 75212

Memorandum of Understanding

Dallas County

Juvenile Justice Alternative Education Program

This Memorandum of Understanding (“MOU”) is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code (“TEC”), Chapter 37, by and between the Dallas County Juvenile Justice Alternative Education Program (“DCJJAEP”) as the agent for the Juvenile Board of Dallas County, Texas (“Juvenile Board”), Region 10 Education Service Center (the “ESC”), and the following Texas Independent School Districts in Dallas County: Carrollton Farmers Branch ISD, Cedar Hill ISD, Coppell ISD, Dallas ISD, DeSoto ISD, Garland ISD, Grand Prairie ISD, Highland Park ISD, Irving ISD, Lancaster ISD, Mesquite ISD, Richardson ISD, and Sunnyvale ISD (hereinafter referred to collectively as the “ISDs”), all collectively referred to as the “Parties.”

RECITALS:

WHEREAS, Dallas County, Texas, has a population greater than 125,000 and, therefore, the Juvenile Board is required to develop a Juvenile Justice Alternative Education Program (“JJAEP”) subject to the approval of the Texas Juvenile Justice Department (“TJJD”); and

WHEREAS, the responsibilities of the ISDs and Juvenile Board as to the operation and funding of such JJAEP must be outlined in a joint memorandum of understanding; and

WHEREAS, the ISDs are located in whole or in part within Dallas County; and

WHEREAS, the ISDs have been mandated by Texas Education Code (“TEC”) § 37.007(a) and (e) to expel Students for mandatory offenses; and

WHEREAS, the ISDs have the discretion to expel Students under TEC §§ 37.007(b), (c), and (f) and 37.0081; and

WHEREAS, the ISDs wish to reach an agreement with the Juvenile Board as to the placement of Students expelled from school under the above provisions of the TEC; and

WHEREAS, the Parties hereto agree that the goals of this MOU are: (a) to establish consistency, predictability, and appropriateness of curriculum options and Student placement following expulsion from school; (b) to return Students to the school setting when appropriate, (c) to impress upon youth that there are progressive sanctions for misconduct in the public school setting, and (d) to comply with the requirements of Chapter 37 of the TEC.

NOW THEREFORE THE PARTIES AGREE THAT:

I. DEFINITIONS

For purposes of this MOU, the following definitions shall be used:

1.1 **“Discretionary Expulsion”** shall refer to an occurrence in which a Student is removed from the school setting for conduct for which expulsion is permitted but not required pursuant to the provisions of TEC Chapter 37. The term “Discretionary Expulsion” shall also refer to occurrences in which a Student who is a registered sex offender is removed from the regular educational setting and placed in the DCJJAEP pursuant to this MOU.

1.2 “**Liaison**” shall be a person designated to act on behalf of a Party to this MOU with authority to bind such Party regarding the day-to-day operation of the DCJJAEP. Each Party to this MOU shall designate a primary and alternative Liaison and shall notify all other Parties of such designation, in writing, within ten (10) days after execution of this MOU. In the event no designation is made, the superintendent of schools shall be the designated Liaison for each ISD, and the county judge shall be the Liaison for the DCJJAEP for purposes of such communication.

1.3 “**Mandatory Expulsion**” shall refer to an occurrence in which a Student is removed from the school setting for conduct for which expulsion is required pursuant to the provisions of TEC Chapter 37.

1.4 “**Sending ISD**” shall mean the ISD from which any given Student has been expelled from and placed in the DCJJAEP.

1.5 “**Student**” shall mean any person aged ten (10) years or older and admitted into the public schools of an ISD under this MOU under TEC § 25.001(b).

II. ADMINISTRATION OF “THE DCJJAEP”

The DCJJAEP shall administer the educational portion of the DCJJAEP program; maintain all educational records applicable to the ISDs with regard to the status and the ultimate disposition of each Student assigned to the DCJJAEP; provide the necessary curriculum, including but not limited to special education and bilingual services, in accordance with the TEC and federal law as they exist or may be amended; and provide other such responsibilities normally associated with the administration of educational services. All personnel providing services in the DCJJAEP program will strive to provide an educational program for the Students at the DCJJAEP that meet high academic standards.

The DCJJAEP shall conform to the standards and guidelines of the TJJD. Furthermore, the DCJJAEP personnel shall be responsible for, and maintain, all reports, data, assessments, etc. necessary to permit and allow compliance, as necessary, with the TEC, including, but not limited to, Chapters 39 and 42 of the TEC.

III. STUDENT PLACEMENT, DUE PROCESS, AND TERM OF PLACEMENT

3.1 The Parties to this MOU acknowledge that TEC § 37.011 requires that every expelled student in a county with a population greater than 125,000 who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the DCJJAEP to provide educational services to all expelled Students of Dallas County.

3.2 Students who are expelled from the regular educational setting will be afforded due process within the Sending ISD as provided by school district policy and federal and state law. If, during the period of expulsion, a Student engages in additional conduct for which placement in a Disciplinary Alternative Education Program (“DAEP”) or expulsion is required or permitted, additional proceedings may be conducted, and the principal, another appropriate administrator, or the Board may issue an additional disciplinary order as a result of those proceedings. The DCJJAEP will work with the Sending ISD to determine the location for due process in this instance. Additional days of removal ordered for subsequent conduct while in the DCJJAEP will

be served following completion of the Student's initial placement in the DCJJAEP. Discipline will not run concurrently.

3.3 Students who are removed pursuant to a Discretionary Expulsion must go directly to the Sending ISD's DAEP. These removals may be considered as a DCJJAEP discretionary placement on a case-by-case basis after review of that ISD's student code of conduct.

3.4 In order to avoid undue disruption of the educational process, each ISD's Liaison shall notify the Juvenile Board's Liaison, in writing, as soon as practicable, of the ISD's intent to schedule an expulsion hearing. If this hearing results in an expulsion, then notification in writing should be provided to the Juvenile Board's Liaison without delay following the conclusion of the expulsion hearing of a regular education Student, including all required documentation. DCJJAEP administration will contact the Student's parent/guardian to schedule an intake orientation and start date upon receipt of all necessary documentation. If the parent/guardian fails to schedule or complete an intake orientation after reasonable attempts made by the DCJJAEP, the Student may be referred back to the Sending ISD for further action.

3.5 In assigning a term of expulsion, the Sending ISD shall assign a term of not less than thirty (30) school days. Administrators of the Sending ISD and the DCJJAEP may agree on deviations from the minimum and maximum length of stay or placement on a case-by-case basis. A term of removal shall require successful completion of the assigned term. A successful school day is determined by the appropriate administrator at the DCJJAEP considering factors including but not limited to the Student's attendance, behavior, and academics. Upon the Student meeting all expulsion and Court requirements or the DCJJAEP receiving official documentation that the off-campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to misdemeanor offenses, the Student's enrollment will be transferred to the ISD of residence.

3.6 If the Student is expelled under any mandatory or Title 5 felony expulsion provision, the referral to the DCJJAEP requires a law enforcement report, including but not limited to an arrest report, at-large charge, arrest warrant, and/or notice under Article 15.27 of the Code of Criminal Procedure. All mitigating factors should be considered prior to Student placement. If a Student is removed to the DCJJAEP under the registered sex offender provision, the referral to the DCJJAEP requires official documentation of this registration.

3.7 All expulsions referred to the DCJJAEP require the sharing of information pertinent to the provisions of juvenile justice, education, and rehabilitation services in accordance with Texas Family Code § 58.0051. For this reason, the ISDs designate the DCJJAEP as a school official with a legitimate educational interest in the educational records of Students assigned to the DCJJAEP. Similarly, the DCJJAEP designates the ISDs as school officials with a legitimate educational interest in the educational records of their respective Students. Confidentiality of the records maintained by the ISDs and the DCJJAEP will be maintained in accordance with the Family Educational Rights and Privacy Act ("FERPA") and will only be disclosed and/or discussed with school officials who have a legitimate educational interest in the records. The DCJJAEP shall be under the direct control and supervision of the Sending ISD with respect to its use of student data. The DCJJAEP may not re-disclose the information to a third party without prior written consent from the parent or eligible student or as permitted by law. The DCJJAEP must destroy any student

information received from the Sending ISD when no longer needed for the purposes listed in this MOU, unless required by law to maintain that information.

3.8 At the request of the DCJJAEP, the Sending ISD shall disclose to the DCJJAEP confidential information contained in the Student's educational records if the student has been taken into custody under Section § 52.01 of the Texas Family Code or referred to a juvenile court for allegedly engaging in delinquent conduct or conduct indicating a need for supervision. An ISD that discloses such confidential information to the DCJJAEP may not destroy a record of the disclosed information before the seventh (7th) anniversary of the date the information is disclosed. The ISD shall comply with a request from the DCJJAEP for Student educational records, regardless of whether other state law makes that information confidential.

3.9 The DCJJAEP shall certify in writing that it has agreed not to disclose such confidential information to a third party other than another juvenile service provider and will use the confidential information only to verify the identity of a Student involved in the juvenile justice system and provide delinquency prevention or treatment services to the Student.

3.10 The above sections do not affect the confidential status of the information being shared. The information may be released to a third party only as directed by a court order or as otherwise authorized by law. Personally identifiable information disclosed to the DCJJAEP is not subject to disclosure to a third party under Chapter 552, Government Code.

3.11 Each ISD that chooses to expel a Student for Serious Misbehavior under TEC § 37.007(c) shall adopt the definition of "serious misbehavior" listed below in its own student code of conduct. This may result in expulsion from the Sending ISD's DAEP. The Student may be subject to expulsion for Serious Misbehavior only if the Student is already in a DAEP and engages in or continues to engage in the Serious Misbehavior that violates the Sending ISD's student code of conduct. Those students expelled under TEC § 37.007(c), will be billed in the amount of one hundred fourteen dollars (\$114.00) per day for all days assigned and in attendance at the DCJJAEP starting on the date of enrollment as outlined in Paragraph 9.3.

3.12 "Serious Misbehavior" includes the following offenses that occur on school premises:

- A. Deliberate violent behavior that poses a direct threat to the health or safety of others
- B. Extortion (gaining of money or property by force of threat)
- C. Coercion as defined by Texas Penal Code ("PC") § 1.07(a)(9), meaning a threat, however communicated:
 - a.) to commit an offense;
 - b.) to inflict bodily injury in the future on the person threatened or another;
 - c.) to accuse a person of any offense;
 - d.) to expose a person to hatred, contempt, or ridicule;
 - e.) to harm the credit or business repute of any person; or
 - f.) to take or withhold action as a public servant, or to cause a public servant to take or withhold action.
- D. Public Lewdness (PC § 21.07)
- E. Indecent Exposure (PC § 21.08)
- F. Criminal Mischief (PC § 28.03)
- G. Personal Hazing (TEC § 37.152)

H. Harassment (PC § 42.07(a)(1)) of a student or ISD employee

3.13 In the event that a Student becomes a danger to himself, DCJJAEP personnel, or other Students within the program, or causes a disruption of the learning environment so severe as to make it detrimental to the other Students within the DCJJAEP program, the DCJJAEP administration shall reserve the right to refer the Student to the Juvenile Probation Office and/or back to their home campus for evaluation. The Sending ISD will be notified of the referral to the Juvenile Probation Office of any Student receiving special education services. Upon notification, the Sending ISD will schedule an ARD meeting as soon as practicable in compliance with the Individuals with Disabilities in Education Act (“IDEA”).

IV. STUDENT REMOVAL & REVIEW OF PLACEMENT

4.1 TEC § 37.303 requires the ISDs to remove a registered sex offender from the regular classroom upon receipt of notice under Article 15.27 or Chapter 62 of the Texas Code of Criminal Procedure. This removal should be to an appropriate placement for a term of at least one (1) semester. Funding for students placed in the DCJJAEP under TEC § 37.303 shall be in the same manner and amounts as for other expelled students as described in Section IX herein.

4.2 For the purpose of placement in the DCJJAEP program, a semester shall be defined as one (1) full semester. Unless both the DCJJAEP and the Sending ISD agree otherwise, Students entering into the program more than halfway through a semester must complete that semester as well as the following full semester before transitioning the Student back to a regular education setting.

4.3 TEC § 37.306 requires that at the end of that first full semester the Sending ISD shall convene a committee to review the Student’s placement. That committee shall, by statute, consist of:

- (A) A classroom teacher from the campus the Student would otherwise be assigned within the ISD;
- (B) The Student’s parole or probation officer or, if no assigned officer, a representative for the juvenile department;
- (C) An instructor from the DCJJAEP;
- (D) An ISD administrator or their designee; and
- (E) A counselor employed by the ISD.

The committee, by a majority vote, shall determine whether the Student should be returned to the regular classroom setting or remain in the DCJJAEP. If the committee recommends that the Student be returned to the regular classroom setting, the ISD’s board of trustees or designee shall return the Student to such setting unless it determines that the Student’s presence in the regular classroom is a threat to the safety of others, is detrimental to the educational process, or is not in the best interests of the ISD’s students.

4.4 If a Student remains in the DCJJAEP, the board of trustees or designee of the Sending ISD shall, before each school year, convene the committee to review the Student’s placement, as outlined above.

V. TRANSPORTATION

5.1 Transportation to the DCJJAEP is the responsibility of the Sending ISD.

5.2 The Sending ISD should provide the Student's parent/guardian with information on transportation at or during the expulsion process.

VI. OPERATION OF THE DCJJAEP

6.1 The DCJJAEP calendar will operate on 6-week grading periods with 184 total instructional days and over 75,600 minutes.

6.2 While a Student is attending the DCJJAEP, the Student may not participate in or attend any school district extracurricular activities at their Sending ISD or any other public school campus in the state of Texas.

6.3 The DCJJAEP shall focus on English language arts, mathematics, science, social studies, and self-discipline. Each ISD shall consider course credit earned by a Student while in the DCJJAEP as credit earned in an ISD school. The DCJJAEP shall administer assessment instruments under Chapter 39 of the TEC and shall offer a high school equivalency program. The Juvenile Board or its designee, with the parent/guardian of each Student, shall regularly review the Student's academic progress. In the case of a high school Student, the Juvenile Board or designee, with the Student's parent/guardian, shall review the Student's progress towards meeting high school graduation requirements and shall establish a graduation plan for the Student. The DCJJAEP is not required to provide a course necessary to fulfill a Student's high school graduation requirements other than a course specified under TEC § 37.011(d).

6.4 Parents and Sending ISDs will receive notice of a Student's academic progress every six (6) weeks for the 2026-2027 school year.

6.5 The Juvenile Board shall provide the State-required annual performance reports of all Students served by the DCJJAEP. Such evaluations shall reflect the academic performance of Students served in the DCJJAEP each year.

6.6 A teacher employed by the DCJJAEP who holds certification under TEC § 21.031, *et seq.*, must review all academic work of the Student prior to the Student's exit from the DCJJAEP and return to the Sending ISD and must certify completion of course work based upon a determination that the Student has mastered the essential knowledge and skills for a course at the seventieth percentile (70%) pursuant to TEC § 28.002. In accordance with TEC § 37.011(d), such certification must be accepted by the ISD and all course credit earned by the Student while at the DCJJAEP shall be reflected on the Student's ISD transcript.

6.7 In accordance with TEC § 37.011(d), Students enrolled in the DCJJAEP shall be provided the opportunity to be assessed through all required State-mandated assessments, except where such Students are exempt from such testing by an ARD committee or other legal authority. The Sending ISDs shall be responsible for acquiring testing materials, scheduling, and as otherwise necessary, facilitating assessment instrument administration. A DCJJAEP teacher will administer the tests on the DCJJAEP campus.

6.8 The DCJJAEP shall administer the standardized test selected by the TJJD to measure progress in reading and mathematics for students who will be enrolled in the DCJJAEP for at least 75 school days. The pre-test must be administered within fifteen (15) days after the Student's enrollment,

and the post-test will be administered no sooner than sixty (60) days after the Student's enrollment. 37 Tex. Admin. Code § 348.208(d).

6.9 Counseling services (individual or group) shall be available to all Students in attendance at the DCJJAEP. 37 Tex. Admin. Code § 348.208(e).

6.10 Each Student in attendance at the DCJJAEP will be provided with a lunch meal on each school day. A Student may not be denied a lunch meal as a disciplinary measure.

6.11 The DCJJAEP must obtain written authorization to consent to medical treatment in accordance with Texas Family Code § 32.001, signed by the Student's parent/guardian, or documentation indicating the parent/guardian has refused to sign.

6.12 The DCJJAEP shall accept Students between the ages of 10 to 17 years of age. Students voluntarily enrolled in an ISD beyond the age of 17 will be accepted at the DCJJAEP if removed to the DCJJAEP by an ISD on a case-by-case basis. Students receiving special education services may be served beyond the age of 17 to the extent required by law.

6.13 To the extent technology is available at the DCJJAEP, Students enrolled in the DCJJAEP will be provided internet access for curricular activities, in accordance with DCJJAEP Acceptable Use Policies. Technology, to the extent available and appropriate, will be incorporated in the instruction provided at the DCJJAEP.

6.14 Transitional assistance for Students at the DCJJAEP will be provided to assist with the transition from the DCJJAEP back to the Student's home campus.

6.15 Students enrolled in the DCJJAEP will be subject to a standardized dress code displayed in the DCJJAEP Student Code of Conduct for that current school year.

6.16 The DCJJAEP shall adopt a student code of conduct in accordance with TEC § 37.001.

VII. SPECIAL POPULATIONS

7.1 The DCJJAEP and the ISDs shall cooperate in the provision of special services to Students placed in the DCJJAEP that will support the Student in meeting the goals identified in the individualized education program ("IEP") established by a duly constituted admission, review, and dismissal ("ARD") committee, in accordance with TEC § 37.004 and federal requirements.

7.2 When expelling a Student with a disability who receives special education services, the Sending ISD, in accordance with applicable federal law, shall provide the administrator of the DCJJAEP or the administrator's designee with reasonable written notice of the meeting of the ARD committee to discuss the Student's expulsion. A representative of the DCJJAEP shall participate in the meeting to the extent that the meeting relates to the Student's placement in the DCJJAEP program or when reviewing or modifying the IEP of a Student in the DCJJAEP. A copy of the Student's current IEP must be provided to the DCJJAEP Liaison with the notice. If the DCJJAEP Liaison is unable to attend the ARD committee meeting, the Liaison must be given the opportunity to participate in the meeting through alternative means including participation by telephone conference call. The ISDs will be responsible for scheduling and sending notices of

ARD meetings during the period of expulsion and for giving notice to the DCJJAEP Liaison of such ARD meetings. For Students receiving services under the IDEA, the ARD meeting shall satisfy the requirement for academic review team meetings as otherwise required.

7.3 If, after placement of a Student with disabilities in the DCJJAEP under this MOU, the administrator of the DCJJAEP has concerns that the Student's educational or behavioral needs cannot be met in the DCJJAEP, the administrator or designee shall immediately provide written notice to the Sending ISD. Upon receipt of such notice, the ISD shall convene an ARD committee meeting to reconsider the placement of the Student in the program, giving written notice to the administrator of the DCJJAEP. A representative of the DCJJAEP may participate in the ARD committee meeting to the extent that the meeting relates to the Student's placement or continued placement in the DCJJAEP.

7.4 In the event a Student is placed in the DCJJAEP who has not been identified by the Sending ISD as being eligible to receive such services, the DCJJAEP staff shall refer the Student to the Sending ISD for evaluation and determination of special education eligibility. In the event the Student is eligible for special education services, the DCJJAEP shall implement and be responsible for the academic elements of any program, and the Sending ISD shall implement and deliver any required related services.

7.5 The DCJJAEP shall provide special education instructional services in a full continuum of arrangements, as specified in the Student's IEP.

7.6 The Sending ISD will be responsible for the provision of related services as specified in the Student's IEP. If speech services are in the IEP, the Sending ISD will send a speech services provider to the DCJJAEP to render those services. The Sending ISD will conduct any required evaluation or re-evaluation and hold IEP meetings as appropriate.

7.7 During the time that the Student is placed in the DCJJAEP, the DCJJAEP special education teacher will review the IEP and inform the appropriate instructional staff regarding required IEP implementation, including identified accommodations and/or modifications needed to ensure progress toward the IEP. If a Student's needs change, the DCJJAEP staff shall notify the Sending ISD. The Sending ISD will promptly convene an ARD meeting with the appropriate ISD and DCJJAEP staff to address the Student's needs.

7.8 During the time that the Student is placed in the DCJJAEP, the DCJJAEP special education teacher shall provide the direct special education services as indicated on the IEP and provide indirect services to the regular instructional staff regarding implementation of the IEP according to the frequency and duration of services as indicated on the Student's IEP and in compliance with IDEA statutory requirements.

7.9 The Sending ISD is responsible for monitoring each Student's performance at the DCJJAEP. Parents/guardians of Students who receive special education services must receive progress reports at least as often as parents/guardians of regular education Students or as identified in the Student's current IEP documents. Such progress report must be based on progress on IEP goals and objectives and is in addition to the grade report. The DCJJAEP special education teacher shall assist in monitoring and documenting the progress of Students who receive special education

services. The DCJJAEP will provide the Sending ISD with information pertaining to each Student's progress.

7.10 The DCJJAEP Special Education Designee shall notify the special education administration of the Sending ISD at least three (3) weeks prior to the return of a Student to the ISD. The Sending ISD shall convene an ARD committee meeting including DCJJAEP general and special education staff and other required members to consider exit and transition to the Sending ISD.

7.11 Pursuant to 37 Texas Administrative Code § 348.208(b), the DCJJAEP, in collaboration with the Sending ISD, must ensure that a Student who is non-English speaking or who speaks English as a second language is provided English as a Second Language ("ESL") services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee ("LPAC"). Documentation of LPAC determinations must be maintained.

7.12 The DCJJAEP must provide ESL instruction with a certified teacher. The Sending ISD will send required information (LPAC and grade reports, applicable interventions, etc.) to help with the Student's instruction. Parents/guardians of Students who receive ESL services must receive progress reports at least as often as parents/guardians of non-ESL Students in a language they understand. The Sending ISD's LPAC should meet within thirty (30) days after the Student is placed in the DCJJAEP to determine the amount of services necessary per week for the ESL or non-English speaking Student. This should be monthly communication between the ISD's LPAC and the DCJJAEP.

7.13 Pursuant to 37 Texas Administrative Code § 348.208(c), the DCJJAEP must ensure, in collaboration with the Sending ISD, that a Student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. Documentation of Section 504 eligibility determinations must be maintained.

VIII. STUDENT ATTENDANCE/TRUANCY CONDUCT

8.1 The DCJJAEP will maintain accurate and current attendance records for all Students enrolled in accordance with TEA guidelines. While a Student is attending the DCJJAEP, attendance will be taken on a daily basis and cross referenced with a Student sign-in sheet. This attendance will be sent by email to the Sending ISD on Friday of each week. for those ISDs who require weekly notification. (An attendance day is indicated as an instructional day, in which a Student is enrolled and present for a minimum of four (4) hours that day.) The Justice Board will sign off each month on accuracy.

8.2. If a Student has unexcused absences for ten (10) or more days or parts of days in a six-month period in the same school year, the Sending ISD will be notified of this truant conduct. It is the responsibility of each ISD to impose remedial orders in accordance with TEC §§ 25.085 and 25.0951, and Texas Family Code § 51.03(b)(2), upon finding a Student is considered a "child in need of supervision" due to noncompliance with compulsory school attendance requirements. Within two (2) working days, the DCJJAEP shall report this truant conduct to the appropriate enforcement agency. It will be the responsibility of the Sending ISD to take proper measures on

that Student with the appropriate court in their district. This information will also be forwarded by DCJJAEP staff to the Student's probation officer, if applicable.

8.3. Each ISD shall assign a person within their district to act as the "truancy" contact. This person shall be notified within the required two (2) day period, as well as the 'Student's parent/guardian. Dallas County Juvenile Probation will be notified if the Student has an assigned probation officer.

8.4. The DCJJAEP shall place a Student on "inactive status" as defined in 37 Texas Administrative Code § 348.210 if the Student is (a) assigned to juvenile detention; (b) in jail; (c) a documented runaway; (d) absent for a minimum of four (4) consecutive school days due to an illness or other medical reason documented by a medical professional; or (e) absent for a minimum of ten (10) consecutive school days, which may roll over to the start of the next semester attended by the Student. The inactive status begins on the date the event resulting in placement on inactive status begins, as noted on the verification documentation. The documentation must be maintained in the Student's file. If verification documentation is not provided, inactive status may not begin until the 11th consecutive school day of absence.

8.5 The DCJJAEP will "suspend" a Student assigned to the DCJJAEP if that Student has continuously violated the DCJJAEP Student Code of Conduct. This suspension could last up to three (3) school days, in which the Student's attendance is not counted as absent or present from the DCJJAEP.

8.6 A Student assigned to the DCJJAEP that remains on "inactive" status for thirty (30) consecutive days of non-attendance shall be withdrawn from the DCJJAEP program as directed in 37 Texas Administrative Code § 348.210(d)(3). The withdrawal will take place on the thirty-first (31st) consecutive day of absence. If, prior to the expiration of the thirty (30) consecutive days of inactive status, it is determined that the Student will not return to the DCJJAEP, the Student may be withdrawn from the program.

IX. FUNDING

9.1 The ESC shall serve as Fiscal Agent of the ISDs with respect to payment by the ISDs to the DCJB for DCJJAEP services in accordance with TEC § 37.012. In its capacity as Fiscal Agent, the ESC shall be responsible for receiving funds from the respective ISDs for the establishment and operation of the DCJJAEP and shall transfer such funds in a timely fashion to the Juvenile Board.

9.2 All ISDs in the MOU must pay a \$3,000 annual administrative fee.

9.3 The base rate, as established by the Juvenile Board, will be charged for each Discretionary Expulsion Student enrolled in the DCJJAEP. The base rate for those Students admitted to the DCJJAEP for the 2026-2027 school year shall be an amount not to exceed one hundred fourteen dollars (\$114.00) per Student, per day in attendance. The base rate includes an administrative fee of ten dollars and forty-two cents (\$10.42) per day payable to the Fiscal Agent. Mandatory offenses are not charged to the ISDs. They are paid for by the TJJD.

94 The Fiscal Agent shall establish billing, payment, and accounting procedures. The ISDs shall not be charged for Mandatory Expulsion Students enrolled in the DCJJAEP, nor shall an ISD be

charged for Students placed at the DCJJAEP by order of a Dallas County Juvenile Court Judge. The base rate shall be considered the “actual cost” of the DCJJAEP pursuant to TEC § 37.0081.

9.5 To the extent requested by the Juvenile Board, the ESC shall advise the Juvenile Board regarding the establishment of appropriate recordkeeping and accounting functions and procedures for the DCJJAEP. The Juvenile Board agrees to cooperate with the ESC on all matters relating to the ESC’s responsibilities as Fiscal Agent for the ISDs concerning the funding for the DCJJAEP.

9.6 The Juvenile Board and the ESC agree to share information and records, including access to accounting and other non-confidential information, regarding the number of Students served by the DCJJAEP and the costs incurred in connection with the establishment and operation of the DCJJAEP, so as to allow the ESC to accurately assess and verify the amounts to be paid by the ISDs to the Juvenile Board in connection with the DCJJAEP.

9.7 The ESC shall establish and maintain a depository account at its regular depository institution for the deposit of funds from the ISDs, such funds representing the respective ISDs’ funding obligations to the Juvenile Board for the DCJJAEP as required by TEC § 37.012 and as further agreed upon by the Parties to this MOU. All such funds shall be placed in a fully insured depository account, or other insured account as required by law, and any interest accruing from such deposited funds shall be credited to the DCJJAEP to be used for unanticipated or extraordinary expenses of the DCJJAEP and shall not be comingled with the regular operating funds of the ESC. From such funds, the ESC shall make payment to the Juvenile Board on behalf of the ISDs for the DCJJAEP as set forth in this MOU.

9.8 In its capacity as Fiscal Agent, the ESC shall provide accounting to the ISDs on an as-requested basis for the amounts paid to the Juvenile Board in connection with the DCJJAEP, together with supporting documentation.

9.9 At least annually, the ESC shall provide an audited accounting to the ISDs and Juvenile Board of funds received and paid with respect to the DCJJAEP.

9.10 The Juvenile Board agrees to establish and coordinate billing arrangements with the ISDs and the ESC with respect to the ISDs’ funding responsibilities for the DCJJAEP.

9.11 In accordance with the provision of services as Fiscal Agent, the ESC shall provide recommendations to the Juvenile Board on budgetary matters relating to the establishment and operations of the DCJJAEP.

X. GENERAL CONDITIONS

10.1 This MOU is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

10.2 Any notice under the terms of this MOU by either Party to the other shall be in writing and delivered by registered or certified mail, and return receipt requested. Notice to the Juvenile Board shall be sufficient if made or addressed to the Honorable Cheryl Lee Shannon, Judge 305th District Court, 2600 Lone Star Drive, Dallas, TX 75212 or Hiram Lynn Hadnot, 2600 Lone Star Drive, Dallas, TX 75212. Notice to the ISDs shall be made to the physical address of their administrative

offices. Each Party may change the agent or address to which notice may be sent to that Party by giving ten (10) days' written notice of such change to the other Party in accordance with the provision of this MOU.

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

10.4 This MOU, including any attachments, contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties. No other agreement, statement, or promise made by or to any Party, or made by or to any employee, officer, or agent of any Party, that is not contained in this MOU shall be of any force or effect.

10.5 If any term(s) or provision(s) of this MOU are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this MOU to be inconsistent with the intent of the Parties hereto.

10.6 No assignment of this MOU or of any duty or obligation of performance hereunder, shall be made in whole or in part by any Party hereto without the prior written consent of the other Parties hereto.

10.7 No waiver of a breach of any provision of this MOU shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

10.8 The initial term of this MOU shall be for the period from the date signed through July 31, 2027. This MOU may be extended for additional terms of one (1) year upon the mutual consent of the Parties, as evidenced by an extension approved by each ISD's governing board entered not later than thirty (30) days prior to the termination of this MOU or any extension.

10.10 This MOU may be terminated prior to the expiration of the term hereof by written mutual agreement of the Juvenile Board and a participating ISD. In such an event, the MOU will remain in force and effect with respect to the remaining ISDs.

10.11 Neither the Juvenile Board, nor any other Party to this MOU, waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents. as a result of its execution of this MOU and performance of the functions and obligations described herein.

10.12 The Parties to this MOU expressly acknowledge and agree that all monies paid pursuant to this MOU shall be paid from budgeted available funds for the current fiscal year of each such entity.

10.13 The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the programs contemplated under this MOU. This MOU is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Parties hereto are required by law or regulation to perform any act inconsistent with this MOU, or to cease performing any act required by this MOU, this MOU shall be deemed to have been modified to conform to the requirements of such law or regulation.

10.14 This MOU is governed by the laws of the State of Texas. Exclusive venue for any disputes arising under the MOU shall be the courts of Dallas County, Texas.

IN WITNESS WHEREOF, the undersigned Parties acting under the authority of their respective governing boards have caused this MOU to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year below.

Executed on the ____ day of ____, 2026.

Judge Cheryl Lee Shannon
Chairperson of the Juvenile Board
Dallas County, Texas

Duncanville ISD

H. Lynn Hadnot
Executive Director of Juvenile Services
Dallas County Juvenile Justice Board

Garland ISD

Dallas County Juvenile Justice Alternative
Education Program

Grand Prairie ISD

Fiscal Agent
Region 10 Education Service Center

Highland Park ISD

Carrollton Farmers Branch ISD

Irving ISD

Cedar Hill ISD

Lancaster ISD

Coppell ISD

Mesquite ISD

Dallas ISD

Richardson ISD

DeSoto ISD

Sunnyvale ISD