

MEMORANDUM OF UNDERSTANDING (“MOU”)

This Memorandum of Understanding (“MOU”) is entered into pursuant to Chapter 37 of the Texas Education Code (“Code”) by and between the **Ector County Independent School District** of Ector County, Texas (“ECISD”) and the **Juvenile Board** of Ector County, Texas (“Juvenile Board”).

WHEREAS, Ector County, Texas has a population greater than 125,0000 and ECISD is located in whole within Ector County, Texas; and

WHEREAS, § 37.011(a-1) of the Code allows the Juvenile Board (with the approval of the Texas Juvenile Probation Commission) to enter into a MOU with ECISD that outlines the responsibilities of the Juvenile Board and ECISD and minimizes the number of students expelled without receiving alternative educational services, provided said MOU includes the coordination procedures required by § 37.013; and

WHEREAS, the parties hereto agree that it is in the best interest of both ECISD and the Juvenile Board to enter into this MOU to provide for 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:

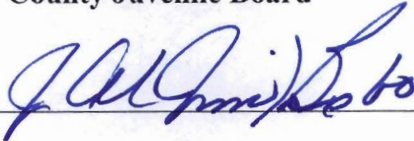
- 1 ECISD currently manages and operates a Disciplinary Alternative Education Program (DAEP) that provides educational services for students who have been removed from class for certain misconduct. The DAEP is currently physically located adjacent to the facilities of the Juvenile Probation Department.
- 2 ECISD shall continue to manage and operate the DAEP, with its primary purpose being to house those students who have been removed from class and placed in the DAEP for engaging in conduct described in § 37.001 and § 37.006 of the Code and in accordance with the school district student code of conduct.
- 3 The parties acknowledge that the State of Texas and the Code has determined that public school students who engage in conduct that endangers the school population shall be removed from the regular school setting (“Mandatory Expulsion”) and that other students who engage in certain conduct may be removed from the regular school setting (“Discretionary Expulsion”).
- 4 While the primary mission of the DAEP will continue to be the acceptance and education of students placed in the DAEP. The DAEP may accept students who receive a discretionary expulsion and who are ordered into the programs by the ECISD Hearing Officer.

5. After acceptance of students removed by ECISD to the DAEP and students who may have received a Discretionary Expulsion, ECISD may further, on a space-available basis, accept into the DAEP students who have received a Mandatory Expulsion, if so ordered by the Hearing Officer. ECISD shall have the option not to accept a student who has been mandatorily expelled for engaging in a Title V felony offense.
6. No student shall be expelled from ECISD, either by a Mandatory Expulsion or a Discretionary Expulsion, until ECISD has afforded the appropriate due process to said student, as provided by school district policy and federal and state law.
7. Pursuant to § 37.013 of the Code, the Superintendent of Schools or his designee, as the designee of the Board of Trustees of ECISD, shall meet no less than quarterly with the Chief Juvenile Probation Officer or his designee to discuss supervision and rehabilitation services appropriate for expelled students and other students assigned to the DAEP. Matters for discussion shall include services by probation officers at the DAEP site, as well as recruitment of volunteers to serve as mentors, providing tutoring services, and coordination with other social service agencies. The individual needs of each student shall also be the subject of discussion.
8. The Juvenile Board agrees, on a regular basis, to send probation officers to the DAEP to monitor students who are under the jurisdiction of the Juvenile Court. Additionally, ECISD and the Juvenile Board will cooperate in having probation officers at the DAEP on an "as needed" basis.
9. The parties acknowledge that students who receive Special Education services may not be expelled. The parties further recognize that certain of said Special Education students will at times engage in criminal conduct while attending the DAEP and that such criminal conduct may constitute delinquent conduct and could subject them to the jurisdiction of the Juvenile Court. The parties will cooperate when those students are identified as engaging in delinquent conduct and in order to maintain the safety and security of other students placed at the DAEP, seek an alternative educational setting that may better meet the students educational needs.
10. Each party to this MOU agrees that in order to appropriately serve students receiving services under this MOU, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interest of the students served.
11. The parties to this agreement certify that no juvenile court record, educational record, or personally identifiable student information (including discipline records) will be disclosed to any other party, except as provided under federal or state law, without the prior written consent of the parent. The MOU entered into between ECISD and the Juvenile Board regarding "Information Sharing" shall be adhered to at all times.

12. In case any provisions, articles, or sections of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, article, section, etc., hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. This MOU shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
14. This MOU may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.
15. This agreement shall continue from year to year unless terminated by the parties. Either party may terminate their participation in this agreement at any time upon ten (10) days written notice.

EXECUTED IN MULTIPLE ORIGINALS, as authorized by the action of each entity on the dates shown below, but effective the _____ day of _____, 2011.

Ector County Juvenile Board

By: 

Judge J.A. (Jim) Bobo, Chairman

Date: _____

Ector County Independent School District

By: _____

Hector Mendez, Superintendent

Date: _____