

INTERLOCAL COOPERATION AGREEMENT

**DENTON INDEPENDENT SCHOOL DISTRICT, And
the JUVENILE BOARD OF DENTON COUNTY**

THE STATE OF TEXAS § **KNOW ALL MEN BY**
 §
COUNTY OF DENTON § **THESE PRESENTS:**

THIS AGREEMENT is made and entered into this 16th day of July, 2014, by and between Denton Independent School District (“District”), and the Juvenile Board of Denton County (“Juvenile Board”).

WITNESSETH

WHEREAS, the Denton County Juvenile Board shall establish a Juvenile Probation Department

WHEREAS, the Denton County Juvenile Detention Center (“Facility”), located within the District, provides residential services for school-aged children;

WHEREAS, some Facility residents may qualify for special education and at-risk services as required by Federal and State statutes and regulations;

WHEREAS, the District is willing to develop, staff, and operate the educational component of the Facility;

WHEREAS, the students residing at the Facility are placed in the Facility for the primary purpose of treatment and rehabilitation in the post adjudication program and to await a future court appearance while in Detention;

WHEREAS, “home district” shall mean the independent school district where the students attended school prior to their detention;

WHEREAS, the District and the Juvenile Board desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act and other applicable statutes in order to conserve public funds and promote efficiency in the rendering of services, and desire to cooperate in the planning, development, implementation, and evaluation of students at the Facility;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the District and the Juvenile Board, agree as follows:

I. TERM AND APPLICATION

As indicated and where indicated, this Agreement is applicable to all students at the Facility from the first day of classes of the fall semester each year until the last day in the spring semester or summer schedule as determined by the District. Termination of this Agreement for any school year by any party shall require written notice of termination or notice of desire for renegotiation to the other party no later than April 1 of the prior school year.

II. STUDENT EDUCATION

- 2.01 Each student who meets the admission requirements of the District, according to the Texas Education Code, shall be enrolled into the District after detention has been ordered through the Denton County Juvenile Court.
- 2.02 The District shall be responsible for ensuring that parents of detained students who are identified as eligible for special education services by their home district, upon detention through the Denton County Juvenile Court, complete the informational requirements for a transfer Admissions, Review, and Dismissal (“ARD”) meeting.
- 2.03 The District shall assume responsibility for the special education services of each eligible student after the student has been identified by the home campus, Local Education Agency (“LEA”), or placement. An appropriate and required ARD meeting shall then be scheduled by the District.
- 2.04 The Deputy Director of Juvenile Detention or her/his designee shall be notified of all ARD meetings. Determination of Facility participation in such meetings shall be determined by the Facility or at the request of any party.
- 2.05 The District shall assume responsibility for ESL/Bilingual (English as a Second Language) services after confirmation of eligibility from the home district in accordance with the recommendation of the Language Proficiency Assessment Committee (“LPAC”).
- 2.06 The District shall supply the curriculum for each course taught at the Facility. The District shall review the records of students, but the District has no obligation to maintain the students on their former graduation schedules. All classes and course work offered by the district will count for promotion at the elementary and middle school level and graduation purposes at the high school level.
- 2.07 The District shall provide State-adopted textbooks and supplemental materials. The Facility shall reimburse the District, at the end of each semester, for damage to or replacement of any State-adopted textbooks in accordance with the District fee schedule.
- 2.08 Use of the District library is a privilege. Each student or person responsible for the students shall pay all costs associated with the repair or replacement of damaged property. Such determination shall be at the sole discretion of the District. Any damage to library property may result in criminal charges against the student responsible for the damage.
- 2.09 The Facility shall provide all medical and dental care and treatment services to each student, including administering all medication. These services shall be limited to and provided in accordance with Texas Juvenile Justice Department (“TJJD”) Standards. The Facility will also provide all counseling, therapy, treatment, psychological and/or psychiatric service. These services shall be limited to those set forth in the written policies and procedures of the Facility and be in accordance with TJJD Standards.
- 2.10 Instructional programming shall be in accordance with the Texas Administrative Code, Section 504 of the Rehabilitation Act of 1975, and PL 108-446 the Individuals with Disabilities Education Improvement Act (20 USC 1400) of 2004.
- 2.11 Basic education supplies, other than textbooks, shall be provided by the Facility.

- 2.12 The District shall award credits when the student has complied with the provisions of the Texas Administrative Code and according to local District policy for awarding of credits and/or grade level goals.
- 2.13 The District, Facility and Juvenile Board will comply with and develop procedures to ensure continued compliance with all relevant State and Federal laws, including but not limited to the Individuals with Disabilities Education Improvement Act (“IDEA”), the Texas Family Code, the Family Educational Rights and Privacy Act (“FERPA”), and the Health Insurance Portability and Accountability Act (“HIPAA”). The parties of this agreement are prohibited from releasing student information to anyone, except in accordance with the provisions of the statutes.

III. STUDENT DISCIPLINE

- 3.01 All students are required to follow Facility policies related to the Facility student code of conduct and discipline as well as classroom management plans.
- 3.02 Students who are verbally or physically aggressive, who damage property, or who do not come under instructional control may be dismissed from class immediately. The teacher or facility staff may dismiss a student from class if there is a reasonable belief the continued presence of the student in the class threatens the safety of other students or teachers or will be detrimental to the educational process. The teacher or facility staff may initiate the dismissal.
- 3.03 Following District and Facility policies, teachers and staff may choose to file charges regarding any student’s behavior in which he or she is a victim .
- 3.04 Teachers shall abide by all Facility guidelines for student discipline to ensure a consistent management system for the Facility and the District.
- 3.05 All teachers shall be trained by the Facility in approved verbal de-escalation techniques and other required staff development as required by TJJD. Teachers shall not participate in physical restraint procedures or physically involve themselves in stopping altercations between students.

IV. INSTRUCTIONAL FACILITIES

- 4.01 The Facility shall be responsible for providing classrooms that meet all Texas Education Agency requirements, as and if required, TJJD standards, and local standards, and allow adequate space for instructions. Classroom space is to be comparable to other classrooms in the District. The building(s) housing the classrooms shall comply with Section 504 of the 1974 Rehabilitation Act and the 1990 Americans with Disabilities Act (ADA) regarding accessibility for the handicapped.
- 4.02 Each classroom shall be well-lighted, have electrical outlets, adequate marking board space for the size of the classroom, lockable storage, lockable file cabinets, and bookcases. Furniture appropriate for individualized instruction, as may be necessary, shall be provided by the Facility.
- 4.03 The Facility shall be responsible for ensuring that all areas comply with the fire and

safety standards.

V. DUTIES OF THE FACILITY

- 5.01 The Facility shall provide qualified personnel for immediate crisis intervention at all times. The classroom and all instructional areas shall be voice and/or visually monitored at all times when students are present. The Facility personnel shall not disrupt the educational process except for crisis intervention or assistance.
- 5.02 The Facility shall be responsible for the students during State-mandated, teacher duty-free lunch periods and conference periods.
- 5.03 The Facility may designate in writing a staff member to assist in liaison activities between the District and Facility. The staff member may attend the ARD committee meetings when the educational needs of residents are being considered.

VI. DUTIES OF DISTRICT

- 6.01 The District shall provide instruction which allows the student to improve academic skills, while supporting the psychological and social patterns of school attendance and performance during the student's residence at the Facility.
- 6.02 For students residing in the Facility, the District shall implement the Individual Education Plan (IEP) which outlines for each student with a disability a course of remediation of those deficiencies which meets the student's needs as determined by the Admission, Review and Dismissal Committee.
- 6.03 The District shall assist the Facility by providing information regarding academic strengths and deficits.
- 6.04 The District shall provide appropriate academic, grade, and/or instructional records for each student who is released from the Facility.
- 6.05 The District shall ensure that the instructional program of the Facility complies with District policies, the Texas Administrative Code, and State and Federal statutes for the education of individuals with disabilities.
- 6.06 Teachers, instructional personnel, and/or educational support personnel shall be DENTON ISD employees, covered by and subject to all DENTON ISD personnel policies, regulations, rules and the like.
- 6.07 The District shall cooperate with the Facility if cause is shown to recommend removal or refuse the assignment of District personnel or teachers assigned to the Facility.
- 6.08 District instructional personnel shall hold the appropriate certification or permits as required by the Texas Education Agency. Official copies of certification shall be filed with the District and the Facility. District Human Resources shall provide documentation that all district instructional personnel assigned to the Facility have successfully passed background and fingerprint checks (to be kept on file at the Facility.)
- 6.09 All personnel are required to follow the Policy and Procedures of the Facility including

but not limited to the reporting of known or suspected incidents of physical abuse, emotional abuse, sexual abuse, sexual harassment, neglect and exploitation in accordance with Title 5 Texas Family Code Chapter 261; Title 37 Texas Administrative Code Part II Texas Juvenile Justice Department Chapter 58 Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities; 28 CFR Part 115 Prison Rape Elimination Act Juvenile Facility Standards; and Detention-Post-Adjudication Policy 3.02.

VII. PERSONNEL HIRING

- 7.01 All District instructional personnel shall be recruited, employed, dismissed, or transferred by the District in accordance with its personnel policies. Assignments shall be made by the District Superintendent or representative. It shall be understood that the Superintendent or District representative may reassign personnel.
- 7.02 All District staff shall be under the supervision of the designated District principal assigned to the Facility. The principal is responsible for supervision of personnel and educational programs. All District instructional personnel shall adhere to the teaching schedules and all other assignments as established by the District and/or building principal.
- 7.03 All District instructional personnel at the Facility shall hold the appropriate certification or permits as required by the State Board of Educational Certification. Official copies of certification shall be filed at the District's Office of Human Resources.
- 7.04 All instructional personnel shall be evaluated by the District with the approved District evaluation instrument designated by their assignment.
- 7.05 All teachers shall attend the staff development required by the District. Aides and other personnel shall attend staff development appropriate to their duties.
- 7.06 The schedule of teaching days, in-service and/or staff development days, teacher work days, holidays, bad weather days, , and the like shall correspond to the official calendar of the District.

VIII. CONSIDERATIONS

- 8.01 The student attendance records shall be maintained by the District and attendance shall be reported to the Texas Education Agency during regular reporting periods.
- 8.02 In the performance of the Agreement, it is mutually understood and agreed that the District and all its employees are at all times acting and performing as employees of the District, and not as employees, joint ventures, or lessees of the Facility. The Facility shall neither have nor exercise any control or direction over the specific methods or judgment by which the District shall perform its educational services. The sole interest of the Facility shall be to ensure that the services covered by the Agreement are rendered in a competent, efficient, and satisfactory manner and in compliance with State and Facility standards. The District and its employees shall have no claim under this Contract/Agreement or otherwise against the Facility for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of the District.

- 8.03 The District policies and procedures shall apply to all classrooms and classroom office areas at the Facility. The Facility personnel shall comply with all of the Facility policies and procedures. Any conflict in these policies shall be resolved by mutual agreement between the appropriate representatives of the agencies.
- 8.04 All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or courier receipted delivered to the following:

DISTRICT:

Dr. Jamie Wilson, Superintendent
Denton Independent School District
1307 North Locust
Denton, TX 76201

DENTON COUNTY JUVENILE BOARD:

Honorable Kimberly McCary, Chairperson
Denton County Juvenile Board
210 S. Woodrow Lane
Denton, TX 76205

FACILITY:

Tracy Oliphant, Deputy Director
Juvenile Detention Facility
210 S. Woodrow Lane
Denton, TX 76205

IX. STUDENT RECORDS

- 9.01 Student special education eligibility folders containing documents for audit under Texas Administrative Code shall be maintained by the District special education staff. Such folders are available for examination by the auditors from the Texas Education Agency and staff or other eligible persons as defined by the Family Education Rights and Privacy Act of 1972 (20 U.S.C.A. §1232g; Buckley Amendment).
- 9.02 Student cumulative files shall be maintained at the Facility by the registrar employed by the District and assigned to the Facility.

X. CONFIDENTIALITY OF RESIDENT RECORD INFORMATION

- 10.01 To the extent allowed by Federal and State law, including but not limited to the Individuals with Disabilities Education Improvement Act ("IDEA"), the Texas Family Code, the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act ("HIPAA"), the District administrators and professional employees shall have access to medical and juvenile information and records to the extent that such access applies to the performance

of the terms of the Agreement. Each District employee involved in this program shall follow all Facility policies and procedures relating to the confidentiality of resident information. No resident/student information shall be released to anyone outside of the District (Sparks) program for any purpose without appropriate legal authorization.

XI. DEFAULT AND TERMINATION

- 11.01 If either party shall default in the performance of any of the terms or conditions of this Agreement, that party shall have ten (10) days after delivery of written notice of such default within which to cure such default. If the defaulting party fails to cure its default in such period of time, then the non-defaulting party shall have the right without further notice to terminate this Agreement.
- 11.02 This Agreement may be terminated by either party, at its sole decision, with or without cause, and without prejudice to any other remedy to which it may be entitled at law or in equity, by giving written notice no later than April 1 of the prior school year, to the other party of its intention to terminate.

XII. MISCELLANEOUS

- 12.01 This Agreement shall be reviewed annually on or before the renewal date. Proposed modifications must be submitted in writing to the District Superintendent, the Program Director, and to the Director of Juvenile Probation, as appropriate.
- 12.02 The Juvenile Board Chairman has the authority to execute this Agreement upon Denton County Juvenile Board approval of the Agreement. 12.03 The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been passed and are in full force and effect.
- 12.04 Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of each of the Parties and, except as otherwise provided herein, their respective legal successors and permitted assigns.
- 12.05 Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- 12.06 The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.
- 12.07 This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.
- 12.08 This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All

amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

- 12.09 In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 12.10 The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Each Party shall be solely responsible for all matters relating to, associated with, or arising from the payment of such Party's employees, including, without limitation, compliance with social security, disability insurance, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever, as well as all employment reporting for such Party or any of its employees or agents. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose and shall not be entitled to any of the benefits or rights afforded to employees of the other Party, including, without limitation, sick leave, vacation leave, holiday pay, public employees retirement system benefits (if applicable), or insurance benefits.
- 12.11 Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Each Party hereby consents to the exclusive jurisdiction of the state court located within Denton County, and/or federal courts located within the Eastern District of Texas, agrees to venue lying in such courts, and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue or *forum non conveniens*.
- 12.12 This Agreement is subject to applicable federal and state laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither party shall discriminate in their employment practices against any person by reason of disability, age, race, religion, color, sex, sexual orientation, gender identity, gender expression, national origin, creed, political affiliation, or veteran status. In addition, each party assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination pursuant to or arising from any program or activity funded in whole or in part pursuant to or arising from this Agreement. The parties agree to comply and to cause their respective agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Agreement.
- 12.13 Neither Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

Executed in triplicate originals on dates stated below:

DENTON INDEPENDENT SCHOOL DISTRICT:

Glenna G. Harris, M.D., President
Board of Trustees
1307 N. Locust
Denton, Texas 76201

Date:

JUVENILE BOARD:

Honorable Kimberly McCary
Chairman Denton County Juvenile Board
210 S. Woodrow Lane
Denton, Texas 76205

Date:

Approved as to form:

Ken Metcalf
Chief Juvenile Probation Officer