

2010-2011

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**Memorandum of
Understanding**

*Collin County Juvenile Probation
Juvenile Justice Alternative Education Program*

This Memorandum of understanding ("MOU") is entered into pursuant to Chapter 37 of the Texas Education Code and the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 by and between the Collin County Juvenile Probation Juvenile Justice Alternative Education Program ("JJAEP") as the agent for the Juvenile Board of Collin County Texas ("Juvenile Board"), and the Independent School Districts of Collin County (i.e. McKinney ISD, Plano ISD, Allen ISD, Anna ISD, Blue Ridge ISD, Celina ISD, Community ISD, Farmersville ISD, Frisco ISD, Lovejoy ISD, Melissa ISD, Princeton ISD, Prosper ISD, Royse City ISD, Wylie ISD) ("ISDs").

WHEREAS Collin County has a population greater than 125,000 and the Juvenile Board has been mandated by Education Code Section 37.011 to develop a Juvenile Justice Alternative Education Program ("JJAEP") subject to the approval of the Texas Juvenile Probation Commission ("TJPC"); and,

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

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

WHEREAS the ISDs have the discretion to expel students under Education Code Sec.37.007 (b), (c), and (f); and,

WHEREAS the State of Texas has determined that public school students that engage in conduct that endangers the school population should be removed from the regular school setting and educated in a separate setting in order for the school districts to fulfill their primary mission of educating Texas youth; and

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

NOW THEREFORE THE PARTIES AGREE THAT:

I. ADMINISTRATION OF COLLIN COUNTY JUVENILE PROBATION JJAEP

Collin County JJAEP shall administer the educational portion of the JJAEP program; shall maintain all educational records applicable to the ISDs with regard to the status and ultimate disposition of each student assigned to the JJAEP and shall provide the necessary curriculum, including but not limited to bilingual services, in accordance with the Texas Education Code as it exists or may be amended, and; other such responsibilities normally associated with the administration of educational services. McKinney ISD shall provide curriculum, teachers and other personnel through a separate Interlocal Agreement. Such personnel will remain employees of McKinney ISD, and their duties and responsibilities are as described in such Interlocal Agreement. All personnel providing services in the JJAEP program will strive to provide an educational program for the students at the JJAEP that meet high academic standards.

Collin County shall serve as Fiscal Agent and shall collect and disburse funds applicable to educational services; shall be responsible for educational personnel serving the JJAEP program; shall maintain all educational records applicable to the program and shall correspond with each student's home district with regard to the status of each assigned student; and shall oversee the delivery of all necessary curriculums.

The expenses for the educational program shall be covered by those funds received in compliance with this section. Each district that has a student that receives services from the JJAEP under a discretionary placement in accordance with Tex. Educ. Code §37.0081 for conduct defined as a felony under Title V of the Texas Penal Code, other than students that

received individualized services or those that are classified as "special populations" in Section 6 below, will be billed at the end of the JJAEP school year by Collin County in the amount of eighty dollars (\$80.00) per day for all days assigned to the JJAEP starting on the date of enrollment. Each district that has a student that receives services from the JJAEP under any other discretionary placement, other than students that received individualized services or those that are classified as "special populations" or students who have engaged in "serious" or "persistent" misbehavior while in an ISD's alternative education program (see 6.4 and 2.7 below for daily rates applying to such students), will be billed at the end of the JJAEP school year by Collin County in the amount of one hundred seven dollars (\$107.00) per day for all days assigned to the JJAEP starting on the date of enrollment. JJAEP will accept all mandatory and discretionary JJAEP placements for the period ordered by the sending ISD, subject to paragraph 2.3 herein. Any surplus funds existing at the conclusion of a school year will be utilized to the benefit of the JJAEP and the ISDs' students. The due date for payment of all invoices to ISDs, and the interest on late payments, shall be as provided by Tex. Gov't. Code Ch. 2251.

The Juvenile Board shall provide personnel in the form of a JJAEP Coordinator, as the Administrator of Record with the Texas Juvenile Probation Commission, who will conduct day-to-day administration duties; school resource officers/caseworkers and juvenile probation officers to assure compliance with school district rules and regulations and the terms of each student's probation, under the direction of the Director of Juvenile Probation Services. The JJAEP shall conform to the standards and guidelines of the Texas Juvenile Probation Commission. Furthermore, the JJAEP personnel shall be responsible for, and maintain, all reports, data, assessments, etc. necessary to permit and allow compliance, as necessary where necessary, with the Texas Education Code, including, but not limited to, Chapters 39 and 42 of the Texas Education Code.

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

- 2.1 The parties to this MOU acknowledge that Texas Education Code Sec. 37.011(a) requires that every expelled student in a county with a population of 125,000 or greater 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 JJAEP to provide educational services to all expelled students of Collin County.
- 2.2 Students who are expelled from the school district setting will be afforded due process within the respective 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 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. JJAEP will work with the respective ISD to determine the location for due process in this instance. Additional days of removal ordered for subsequent conduct while in the JJAEP will be served following completion of the student's initial placement in JJAEP. Discipline will not run concurrently. All expelled students, both mandatory and discretionary, shall, if not already on order of diversion, be placed on a deferred prosecution agreement or referred to Family Services Division of the Collin County District Attorney's Office, for at least the length of their stay at the JJAEP program.
- 2.3 In order to avoid undue disruption of the educational process, each ISD shall notify the JJAEP of their intent to schedule an expulsion hearing. If this hearing results in an expulsion, then notification in writing should be provided to the JJAEP as soon as the expulsion hearing of a regular education student has concluded. In assigning a term of expulsion, the expelling ISD shall assign a term of not less than thirty (30) school days. Administrators of the ISD and JJAEP 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 JJAEP giving consideration to factors including but not limited to attendance, behavior, and academics. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence.

- 2.4 If the student is expelled under any mandatory or Title 5 felony expulsion provision, the referral to the JJAEP **REQUIRES** a law enforcement report, including but not limited to an arrest report, an at-large charge, an arrest warrant, and/or notice under Article 15.27 of the Code of Criminal Procedure. If a student is removed to JJAEP under the registered sex offender provision, the referral to JJAEP requires official documentation of this registration.
- 2.5 All expulsions referred to the JJAEP require the sharing of records. For this reason, the ISDs designate the JJAEP as a school official with a legitimate educational interest in the educational records of students assigned to the JJAEP. Similarly, JJAEP 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 JJAEP will be maintained in accordance with the Family Education Rights and Privacy Act and will only be disclosed and/or discussed with school officials who have a legitimate educational interest in the records.
- 2.6 The expulsion order, when forwarded to the JJAEP, should have attached: family contact information, withdrawal grades, most recent report card, prior TAKS scores, transcript, and immunization records. If the expulsion is for serious/persistent misbehavior, JJAEP will require the discipline records that constitute the behavior for which that student was expelled. When applicable, special education records that include the most recent ARD, IEP, and manifestation determination are required.
- 2.7 Each ISD in Collin County that chooses to expel a student from the ISD for serious or persistent misbehavior under Texas Education Code Sec. 37.007(c) shall adopt the definitions of "serious" and "persistent" misbehavior in 2.8 below in its own student code of conduct. This may result in expulsion from the district's alternative education program. The student may be subject to expulsion for serious or persistent misbehavior only if the student is already in a school district alternative education program, and engages in, or continues to engage in the serious and persistent misbehavior that violates the district's student code of conduct. Those students expelled under Texas Education Code Sec. 37.007(c), classified as "serious" or "persistent" will be billed at the end of the year by Collin County in the amount of one hundred fifteen dollars (\$115.00) per day for all days assigned to the JJAEP starting on the date of enrollment.
- 2.8 "Serious Misbehavior" shall include, but not be limited to, the following offenses that occur on school premises:
 - A. Vandalism
 - B. Robbery or theft;
 - C. Extortion, coercion, or blackmail;
 - D. Aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities;
 - E. Hazing;
 - F. Insubordination;
 - G. Profanity, vulgar language, or obscene gestures directed toward teachers or other school employees;

- H. Fighting, committing physical abuse, or threatening physical abuse;
- I. Possession or distribution of pornographic materials;
- J. Leaving school grounds without permission;
- K. Making or assisting in making threats, including threats against individuals and bomb threats;
- L. Sexual harassment of a student or District employee;
- M. Falsification of records, passes, or other school related documents;
- N. Refusal to accept discipline management techniques proposed by the teacher or principal;
- O. Assault of a teacher or other individual.

“Persistent misbehavior” shall include, but not be limited to:

- A. Two or more violations of the Student Code of Conduct in general;
- B. Repeated (i.e. 2 or more) occurrences of the same violation; or
- C. Repeated (i.e. 2 or more) disruption of the classroom/educational environment.

2.9 In the event that a student becomes a danger to himself, JJAEP personnel, or other students within the program, or becomes a disruption of the learning environment so severe as to make it detrimental to the other students within the JJAEP program, the JJAEP administration shall reserve the right to refer the student to the Juvenile Probation Office and /or refer those students back to their home campus. Each ISD will be notified of the referral to the Juvenile Probation Office of any special education student of the ISD. Upon notification, the respective ISD will schedule an ARD meeting as soon as practicable in compliance with the IDEA.

III. STUDENT REMOVAL & REVIEW OF PLACEMENT

3.1 Texas Education Code Sec. 37.303 requires the ISD’s 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 semester. Funding for students placed in the JJAEP under Sec. 37.303 shall be in the same manner and amounts as for other expelled students in Section I, Section II and Section VI herein.

3.2 For the purpose of placement in the JJAEP program a semester shall be defined as one full semester. Students entering into the program in the middle of a semester must complete the following full semester in order to allow for smooth transition of the child back to a regular education setting.

3.3 Texas Education Code Sec. 37.306 requires that at the end of that full semester the school district shall convene a committee to review that removed student’s placement. That committee shall, by statute, consist of:

- 3.3.1 Classroom teacher from the campus the student would otherwise be assigned;
- 3.3.2 The student’s parole or probation officer or, if no assigned officer, a representative for the juvenile department;
- 3.3.3 An instructor from the JJAEP alternative education setting;
- 3.3.4 A school district designee selected by the Board; and

3.3.5 A counselor employed by the ISD.

The committee, by a majority vote, shall determine and recommend to the Board of Trustees of the student's originating ISD whether the student should be returned to the regular classroom setting or remain in the JJAEP. If the committee recommends that the student be returned to the regular classroom setting, the ISD's board of trustees 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 district's students.

- 3.4 If a student remains in the alternative setting, the board of trustees of the originating ISD shall before each school year convene the committee to review the student's placement, as outlined above.

IV. TRANSPORTATION

- 4.1 Transportation to the JJAEP is the responsibility of the sending district. Students should arrive at The University Courts Building, located at 1800 North Graves, Suite 310, McKinney, Texas 75069 as early as 7:30 am, but no later than 8:20 am on each day that school is in session according to the McKinney ISD calendar. Transportation home shall begin a 3:30 pm.; all students should be picked up by 4:00 p.m.
- 4.2 The Sending district should provide the parent information on transportation at or during the expulsion process.

V. OPERATION OF THE JJAEP

- 5.1 The day-to-day operation of the JJAEP will conform to the calendar of McKinney ISD for the 2009 – 2010 school year.
- 5.2 While a student is attending the JJAEP, the student may not participate in or attend any school district extracurricular activities at their home district or any other public school campus in the state of Texas.
- 5.3 All students expelled under Chapter 37 of the Texas Education Code and referred to the JJAEP shall appear in the 417th District Court. If the juvenile is not under supervision with the Collin County Juvenile Probation Department the juvenile shall be placed on a deferred prosecution agreement or referred to Family Services Division of the Collin County District Attorney's Office.
- 5.4 Parents and sending districts will receive notice of a student's academic progress in accordance with the schedule (every nine weeks for the 2009-2010 school year) of and in the manner of McKinney ISD.
- 5.5 Students enrolled in the JJAEP shall be provided the opportunity to be assessed through the Texas Assessment of Knowledge and Skills (TAKS) examination, as well as any and all other examinations as required by the State of Texas. The home districts shall be responsible for making these tests available. A JJAEP teacher will administer the tests on the JJAEP campus.
- 5.6 The JJAEP shall accept students between the ages of 10 and 18 years of age. Students voluntarily enrolled in an ISD beyond the age of 18 will be accepted at the JJAEP if removed to the JJAEP by an ISD. Special education students may be served beyond the age of 18 to the extent required by law.
- 5.7 To the extent technology is available at the JJAEP students enrolled in JJAEP will be provided Internet access for curricular activities, in accordance with McKinney ISD Acceptable Use Policies. Technology, to the extent available and appropriate, will be incorporated in the instruction provided at the JJAEP.

- 5.8 Transitional assistance for students at the JJAEP will be provided to assist with the transition from the JJAEP back to the student's home campus.
- 5.9 Students enrolled in JJAEP will be subject to a standardized dress code, in accordance with the standardized dress code utilized by the McKinney ISD Disciplinary Alternative Education Program and the JJAEP behavior intervention program.
- 5.10 The JJAEP shall adopt a student code of conduct in accordance with Tex. Educ. Code §37.001

VI. SPECIAL POPULATIONS

- 6.1 The JJAEP and the ISDs shall cooperate in the provision of special services to students placed in the JJAEP.
- 6.2 When expelling a student with a disability who receives special education services, the expelling district, in accordance with applicable federal law, shall provide the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the students' expulsion. A representative of the JJAEP shall participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP program.
- 6.3 In the event a student is placed in the JJAEP who has not been identified by the ISD from which the student was expelled as being eligible to receive such services the JJAEP staff shall refer the student to the ISD from which the student was expelled for evaluation and determination of special education eligibility. In the event the student is eligible for special services the JJAEP shall implement and be responsible for the academic elements of any program and the expelling ISD shall implement and deliver any required related services.
- 6.4 School Districts that refer a student with disabilities that are of a nature that it would require that they receive services in a self contained classroom at the JJAEP shall be billed at the rate of one hundred eighteen dollars (\$118.00) per day for the length of their expulsion to the JJAEP. All other students classified as a "Special Education" student will be billed at the rate of eighty six dollars (\$86.00) per day for the length of their expulsion for placements under Tex. Educ. Code 37.0081 for conduct defined as a felony under Title V of the Texas Penal Code. All students classified as "Special Education" but not falling into one of these two categories will be billed at the rate of one hundred seven dollars (\$107.00) per day for the length of their expulsion for discretionary placements.
- 6.5 "English as a Second Language" services and instruction are required to address the needs of any non-English speaking student. The home district's "Language Proficiency Admissions Committee (LPAC)" should meet within 30 days after the student is placed in the JJAEP to determine the amount of services necessary per week for the ESL or non-English speaking student. These should be monthly communication between the District LPAC and the JJAEP.

VII. STUDENT ATTENDANCE / TRUANCY

- 7.1 JJAEP will maintain accurate and current attendance records for all students enrolled. While a student is attending JJAEP, attendance will be taken on a daily basis and cross-referenced with a student sign-in sheet. This attendance will be sent by FAX or e-mail to the sending district on Friday of each week. (An attendance day is indicated as an instructional day, in which a student is enrolled and present for a minimum of 4 hours that day.)
- 7.2 When a student is absent to the extent that they may be considered "truant" and a "child in need of supervision" under 51.03(b) (2) of the Texas Family Code, the JJAEP shall within 2 working days report this "truancy" to the appropriate enforcement agency. It

will be the responsibility of the home district to file on that student with the appropriate court in their district. This information will also be forwarded by JJAEP staff to the child's probation officer.

- 7.3 Each district shall assign a person within their district to act as the "truancy" contact. This person shall be notified within the required 2 day period, as will the child's parent, the JP court and the probation officer where warranted.
- 7.4 JJAEP shall place a student on "inactive status" as defined in 37 Texas Administrative Code Sec. 348.2. "Inactive" is the attendance status assigned where the student is maintained as enrolled and not counted as absent or present from the JJAEP. A student shall be placed on "inactive status" for the following reasons; (a) Student is assigned to juvenile detention; (b) student is truant as defined by Texas Family Code 51.03(b) (2), (absences from school on ten (10) or more consecutive days or parts of days within a 6 months period in the same school year or on three (3) or more days or parts of days within a four (4) week period); (c) student is a documented runaway; (d) student has an extended illness documented by a medical professional. The inactive status shall begin as of the date noted on the verifying document.
- 7.5 A student assigned to the Collin County Juvenile Probation Juvenile Justice Alternative Education Program ("JJAEP") as the agent for the Juvenile Board of Collin County Texas ("Juvenile Board") that remains on "inactive" status for 30 consecutive days of non attendance shall be withdrawn from the JJAEP program as directed in 37 Texas Administrative Code §348.7 (g) (3). The withdrawal will take place on the 31st consecutive day of absence. If prior to the expiration of the thirty consecutive days of inactive status, it is determined that the student will not return to the JJAEP, the student may be withdrawn from the program.

VIII. GENERAL CONDITIONS

- 8.1 This agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 8.2 Any notice for under the terms of this agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested. Notice to McKinney ISD shall be sufficient if made or addressed to Stephen Fortenberry and Joe Miniscalco, McKinney Independent School district, #1 Duvall Street, McKinney, Texas 75069. Notice to the Juvenile Board shall be sufficient if made or addressed to the Honorable Cynthia M. Wheless, Judge 417th Judicial District Court, Collin County, 314 South Chestnut, Suite 140, McKinney, Texas 75069. Notice to the Collin County John R. Roach Juvenile Detention Center shall be sufficient if made or addressed to Joe Scott. Notice to all other ISDs shall be made to the physical address of their administrative offices. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provision of this agreement.
- 8.3 The individuals executing the Agreement on behalf of the respective parties below represented to each other 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 or her signature appears, that there are no other parties or entities required to execute this agreement in order for the same to be authorized and binding agreement on the party for whom the individual is signing this agreement 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.
- 8.4 This Memorandum of Understanding, 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 Memorandum of Understanding shall be of any force or effect.

- 8.5 If any term(s) or provision(s) of this Memorandum of Understanding are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Memorandum of Understanding 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 Memorandum of Understanding to be inconsistent with the intent of the parties hereto.
- 8.6 No assignment of this Memorandum of Understanding 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.
- 8.7 No waiver of a breach of any provision of this Memorandum of Understanding 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.
- 8.8 This agreement will go into effect from the date the agreement is signed until June 3, 2011.
- 8.9 Neither Collin County nor any other party to this agreement waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of its execution of this agreement and performance of the functions and obligations described herein.
- 8.10 The Parties to this agreement expressly acknowledge and agree that all monies paid pursuant to this agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.
- 8.11 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 Memorandum of Understanding. This Memorandum of Understanding 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 Memorandum of Understanding, or to cease performing any act required by this Memorandum of Understanding, this Memorandum of Understanding shall be deemed to have been modified to conform to the requirements of such law or regulation.
- 8.12 This Memorandum of Understanding is governed by the laws of the State of Texas. Exclusive venue for any disputes arising under the agreement shall be the courts of Collin County, Texas.

Executed on the _____ day of _____, 2010.

Chairman of the Juvenile Board
Collin County, Texas

McKinney Independent School District

Allen Independent School District

Anna Independent School District

Blue Ridge Independent School District

Celina Independent School District

Community Independent School District

Farmersville Independent School District

Frisco Independent School District

Lovejoy Independent School District

Melissa Independent School District

Plano Independent School District

Princeton Independent School District

Prosper Independent School District

Royse City Independent School District

Wylie Independent School District

2010-2011 Fee Schedule

Regular Education

Title V Placement	80.00
Mandatory Placement	80.00
Serious/Persistent Misbehavior	115.00
Other Discretionary Placement	107.00
Any Self Contained Placement	118.00

Special Education

86.00
86.00
115.00
107.00
118.00

Collin County JJAEP

***1800 N. Graves #310
McKinney, Texas 75070
972 548-6459
FAX 972 548-6466***

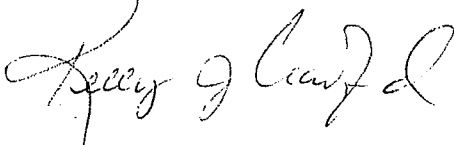
Thursday, July 29, 2010

All Collin County Superintendents:

Collin County has finalized the Memorandum of Understanding for the 2010-2011 school year, enclosed is your copy. You will notice that there are very few changes to this years MOU. The fee schedule for student placement remains the same as the 2009-2010 school year. We want to thank the Collin County Superintendents for their continued support to the JJAEP Program.

Please sign the signature page and return to our office as soon as possible. Feel free to call should you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kelly J. Crawford".

***Kelly J. Crawford
Collin County
JJAEP Coordinator***