

**INTERLOCAL COOPERATION AGREEMENT
DENTON INDEPENDENT SCHOOL DISTRICT
and the
JUVENILE BOARD OF DENTON COUNTY**

THE STATE OF TEXAS

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COUNTY OF DENTON

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KNOW ALL THESE PRESENTS

THIS AGREEMENT is made and entered into this 16th day of July, 2024, between the Denton Independent School District (“District”) and the Juvenile Board of Denton County (“Juvenile Board”).

WITNESSETH

WHEREAS, the Denton County Juvenile Detention Center (“Facility”), located within the District, provides detention and residential placement 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 residents of the Facility are detained in the Facility for the primary purpose of awaiting their court appearance(s) or for treatment and rehabilitation when placed at the post-adjudication program;

WHEREAS, “home district” shall mean the independent school district where the residents of the Facility attended school prior to their detention; and

WHEREAS, the District and the Juvenile Board, in compliance with Texas Government Code, Chapter 791, the Interlocal Cooperation Act, and other applicable statutes seek to conserve public funds and promote efficiency in the rendering of services, and desire to cooperate in the planning, development, implementation of the education program of the Facility and evaluation of academic progress by Facility residents;

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

I. TERM AND APPLICATION

This Agreement is applicable to all residents of 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 school year to which this Agreement applies.

II. FACILITY RESIDENT EDUCATION

- 2.01 Each resident of the Facility who meets the admission requirements of the District, according to the Texas Education Code, shall be enrolled into the District after an order of detention or of placement in the Facility's post-adjudication program has been entered.
- 2.02 The District shall be responsible for ensuring that parents of a Facility resident complete the informational requirements for a transfer Admission, Review, and Dismissal ("ARD") meeting when the resident is identified as eligible for special education services by their home district, upon detention or placement.
- 2.03 The Facility shall provide the District with access to all the necessary information for the enrollment of residents in the District's educational program.
- 2.04 The District shall assume responsibility for the special education services of each Facility resident who has been identified as eligible for such services by the home district, the District, or a placement. A required ARD meeting shall be scheduled by the District to determine the appropriate services that will meet the individual educational needs of the resident.
- 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 review the records of residents of the Facility, but the District has no obligation to maintain the residents 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 be responsible for all instructional programming and ensure that such programming comports with all local, state, and federal laws governing the delivery of education services.
- 2.08 The District shall provide the curriculum to convey the essential knowledge and skills for each course taught at the Facility. The District shall provide any necessary supplemental materials, textbooks, and workbooks for courses taught. The District shall provide the technological equipment, software necessary for computer-based or online instruction, and copier paper. Basic educational supplies shall be provided by the Facility.
- 2.09 Use of the District library is a privilege. The District may require that a resident of the Facility, or the person responsible for the resident, pay all costs associated with the repair or replacement of property damaged by the resident when such costs are under \$100.00. Damage to library property that constitutes a misdemeanor B or higher offense will be referred to law enforcement by the Facility.
- 2.10 The District shall award credits when the resident of the Facility has complied with the provisions of the Texas Education Code and according to local District policy for the awarding of credits and/or grade level goals.
- 2.11 The District shall 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 Education 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 a Facility resident’s education information to anyone, except in accordance with the provisions of the statutes.

III. FACILITY RESIDENT DISCIPLINE

- 3.01 All residents of the Facility are required to follow Facility and District rules related to the classroom behavior.
- 3.02 Residents of the Facility 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 resident from class if there is a reasonable belief the continued presence of the resident in the class threatens the safety of other residents or teachers or will be detrimental to the educational process. The teacher or facility staff may initiate the dismissal.
- 3.03 Facility policy requires resident behaviors that constitute probable cause for a misdemeanor B or higher offense be referred to law enforcement.
- 3.04 Teachers shall abide by all Facility guidelines for resident 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 residents of the Facility.

IV. INSTRUCTIONAL FACILITIES

- 4.01 The Facility shall be responsible for providing classrooms that meet TJJD standards and local standards, and allow adequate space for instruction. 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 behavioral intervention at all times. The classroom and all instructional areas shall be voice and/or visually monitored at all times when residents of the Facility are present. The Facility personnel shall not disrupt the educational process except for crisis intervention, behavior management, or other assistance.
- 5.02 The Facility shall be responsible for the residents of the Facility 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 and may attend the scheduled ARD committee meetings.

VI. DUTIES OF DISTRICT

- 6.01 The District shall provide instruction which allows Facility residents to improve academic skills, while supporting the psychological and social patterns of school attendance and performance.
- 6.02 Attendance records shall be maintained by the District and attendance shall be reported to the Texas Education Agency during regular reporting periods.
- 6.03 The District shall implement the Individual Education Plan (IEP) which outlines, for each Facility resident with a disability, a course of remediation of those deficiencies which meets the resident's needs as determined by the ARD Committee.
- 6.04 The District shall assist the Facility by providing information regarding academic performance and behavior in the classroom setting.
- 6.05 The District shall provide to the Facility resident's home district appropriate academic, grade, and/or instructional records for each resident released from the Facility.
- 6.06 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.
- 6.07 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.
- 6.08 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.
- 6.09 The District shall ensure all instructional personnel hold the appropriate certification or permits as required by the Texas Education Agency. Certification documentation shall be filed with the District. The District's Human Resources Division shall provide documentation that certifies all District personnel assigned to the Facility have successfully passed background and fingerprint checks in accordance with the TEA's requirements.
- 6.10 All personnel are required to follow the Policy and Procedures of the Facility, including but not limited to (a) the reporting of known or suspected incidents of physical abuse, emotional abuse, sexual abuse, sexual harassment, neglect and exploitation; and (b) Hazardous materials and cleaning supplies storage and handling.

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 instructional personnel shall be evaluated by the District with the approved District evaluation instrument designated for their assignment.
- 7.04 All teachers shall attend the staff development required by the District. Aides and other personnel shall attend staff development appropriate to their duties.
- 7.05 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 It is mutually understood and agreed to 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 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.
- 8.02 The District's policies and procedures shall apply to the District personnel who deliver and/or oversee the education program at the Facility. The Facility and District personnel shall comply with all of the Facility policies and procedures with regard to other Facility operations.
- 8.03 All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or courier receipted delivery to the following:

DISTRICT:

Dr. Susannah Holbert O'Bara, Superintendent
Denton Independent School District
1307 North Locust
Denton, TX 76201

Mr. Paul Martinez
Principal, Joe Dale Sparks
210 S. Woodrow Lane
Denton, TX 76205

DENTON COUNTY JUVENILE BOARD:

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

FACILITY:

Chrissy Gattenby, Deputy Director
Juvenile Detention Facility
210 S. Woodrow Lane
Denton, TX 76205

Dr. Brooke Leird, Deputy Director
Post-Adjudication Facility
210 S. Woodrow Lane
Denton, TX 76205

IX. EDUCATION RECORDS

- 9.01 Special education eligibility folders containing documents for audit under the 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 Individual cumulative files containing education records for each Facility resident shall be maintained at the Facility by the registrar employed by the District and assigned to the Facility. The education records shall be maintained in accordance with District policy and/or applicable records retention schedules adopted by the Texas State Library and Archives Commission (TSLAC) for education records.

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 providing education services under this agreement shall follow all Facility policies and procedures relating to the confidentiality of Facility resident information. No resident’s education information shall be released to anyone outside of the District 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 to the other party of the intent to terminate no later than April 1 of the school year to which this agreement applies.

XII. MISCELLANEOUS

- 12.01 This Agreement shall renew annually unless notice of intent to terminate is provided in accordance with Article XI of this agreement. 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 both parties. Such a 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, or political affiliation. In

addition, each party assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, or political affiliation 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 *force majeure* events that are beyond its reasonable control, including but not limited to acts of God such as: natural disasters and natural hazards, pandemics, epidemics, war, terrorism, and riots. 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:

Barbara Burns, 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:

Matt Marick
Chief Juvenile Probation Officer