

The Larry Brown School
1508 Campbell St. Jourdanton, TX 78026
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Jeff Thornton
School Administrator

ATASCOSA COUNTY ALTERNATIVE EDUCATION PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is an interlocal agreement entered to be effective the 11th day of August 2025 – June 2027, between Atascosa County, Atascosa County Juvenile Board (ACJB) and the following entities: Charlotte Independent School District, Jourdanton Independent School District, Lytle Independent School District, Pleasanton Independent School District, Poteet Independent School District, Somerset Independent School District, McMullen County Independent School District, Pearsall Independent School District, Natalia Independent School District, Devine Independent School District, Dilley Independent School District, and George West Independent School District, Sabinal Independent School District, and Cotulla Independent School District (ISDs).

The purpose of the Atascosa County Alternative Education School is to provide students with an opportunity to continue their studies, to develop self-discipline, to improve life skills, and to prepare for re-entry into the regular school system. For those students who cannot return to regular school, efforts shall be made to teach basic academic skills, to encourage vocational study, to develop self-discipline, and to prepare for the Graduate Equivalency Diploma. Efforts will be made by the Alternative Education School to work closely with each school district to follow class schedules and class assignments.

NOW THEREFORE, BY THIS AGREEMENT IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTICIPANTS AS FOLLOWS AND SHALL REMAIN IN EFFECT UNTIL REVISED, AMENDED OR REVOKED:

STUDENT CODE OF CONDUCT

- 1.1 The Board of Trustees of an Independent School District shall adopt a Student Code of Conduct for the District. The Student Code of Conduct must outline conditions under which a student may be expelled from school as required by the Texas Education Code §37.001. A copy of each ISD's Student Code of Conduct is attached hereto as "Attachment A".

- 1.2 The Board of Trustees may amend the provision of its respective Student Code of Conduct establishing standards for student conduct. Copies of any amendments to an ISD's Student Code of Conduct that affects the operation or other material aspects of the Atascosa County Alternative Education Program will be furnished by the respective ISD to the Atascosa County Juvenile Board.

GOVERNANCE OF JJAEP OR DAEP

- 2.1 Composition of Governing Body. The Juvenile Justice Alternative Education Program (JJAEP) or Disciplinary Alternative Education Program (DAEP) shall operate as a function of the Atascosa County Juvenile Board, separate and apart from the other Participants to this Agreement. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than the ACJB.
- 2.2 Executive Committee. Upon the effective date of this Agreement, there shall be created an eleven (11) member Executive Committee, consisting of one (1) representative of each ISD, one (1) representative of the Atascosa County JJAEP or DAEP, one (1) representative of Atascosa County, one (1) representative of the Atascosa County Juvenile Board and the Chief Juvenile Probation Office. The Executive Committee exists solely to advise and assist the ACJB.
- 2.3 Meetings. The Executive Committee shall hold regular meetings at such time and in such place or places as shall be determined by the Executive Committee. If the Executive Committee does not designate the place meeting, the meeting shall be held at the Atascosa County Juvenile Probation Department Courtroom, 1511 Zanderson Ave., Jourdanton, Texas 78026.
- 2.4 Notice of Meetings. Written notice of the regular meetings of the Executive Committee shall be mailed or delivered to each member not less than five (5) days prior to the date thereof. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date, and time of the meeting who called the meeting, and the general purpose or purposes for which the meeting is called.
- 2.5 Duties. The activities of the Executive Committee shall include, but not be limited to the following:
 - a. To develop and recommend proposed written operating policies to the ACJB for approval by the Texas Juvenile Justice Department pursuant to the Texas Education Code §37.011(g), to review the operations, policies, and procedures of the JJAEP or DAEP and to

make advisory recommendations to the ACJB regarding such operations, policies, and procedures including suggested changes or amendments thereto;

- b. To assist in an advisory capacity in the development of the annual operating budget for the administrative expenses incurred by Atascosa County Educational Program, subject to approval of the ACJB;
- c. To participate in an advisory capacity in the development of the annual operating budget for the JJAEP or DAEP; to recommend the initial criteria for, and thereafter monitor the ISD's billing and payment schedule for the JJAEP or DAEP;
- d. To facilitate coordination with the Participants to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the JJAEP or DAEP and the subsequent transition back into the school setting;
- e. To assist the ACJB in developing job descriptions, screening applicants, and making personnel and staffing recommendations for the JJAEP or DAEP.

STUDENT ELIGIBILITY FOR PLACEMENT IN JJAEP OR DAEP

- 3.1 Expelled students, grades fifth through twelfth or age ten (10) through seventeen (17) shall be required to attend the JJAEP or DAEP. Students who are currently on probation will be eligible for attendance. Students who are not on probation may be considered for enrollment.
- 3.2 Students shall be placed in the JJAEP or DAEP when the student is expelled from school pursuant to the provisions of the Texas Education Code §37.007 and the relevant Student Code of Conduct, and a) the student is found to have engaged in delinquent conduct under Title 3 of the Texas Juvenile Justice Code; or b) the juvenile court orders such placement and such order is properly within the court's discretion pursuant to the Texas Juvenile Justice Code.
- 3.3 a. Students shall be placed in the JJAEP or DAEP when the student is expelled from school pursuant to the provisions of the Texas Education Code §37.0081 if the student:
 - 1. has received deferred prosecution under §53.03, Family Code, for conduct defined as: a felony offense in Title 5,

- Penal Code; or the felony offense of aggravated robbery under Section 29.03, Penal Code;
 2. has been found by a court or jury to have engaged in delinquent conduct under §54.03, Family Code, for conduct defined as: a felony offense in Title 5, Penal Code; or the felony offense of aggravated robbery under Section 29.03, Penal Code;
 3. is charged with engaging in conduct for conduct defined as: a felony offense in Title 5, Penal Code; or the felony offense of aggravated robbery under Section 29.03, Penal Code;
 4. has been referred to a juvenile court for allegedly engaging in delinquent conduct under §54.03 Family Code, for conduct defined as: a felony offense in Title 5, Penal Code; or the felony offense of aggravated robbery under Section 29.03, Penal Code;
 5. has received probation of deferred adjudication for a felony offense under Title 5 Penal Code, or the felony offense of aggravated robbery under Section 29.03, Penal Code;
 6. has been convicted of a felony offense under Title 5, Penal Code, or the felony offense of aggravated robbery under Section 29.03, Penal Code; or
 7. has been arrested or charged with a felony offense under Title 5 Penal code, or the felony offense of aggravated robbery under Section 29.03, Penal Code; AND
- b. the board or board's designee determines that the student's presence in the regular classroom:
1. threatens the safety of the other students or teachers;
 2. will be detrimental to the education process; or
 3. is not in the best interests of the district's students.
- 3.4 A student to whom Subchapter I of the Texas Education Code Chapter 37, Placement of Registered Sex Offenders, §37.302 applies, and who is under any form of court supervision, including probation, community service, or parole, shall be placed in the JJAEP or DAEP for at least one semester. If a student transfers to another school district during the mandatory placement period in the JJAEP or DAEP, the district to which the student transfers may require the student to complete an additional semester in the JJAEP or DAEP without conducting a review of the student's placement pursuant to §37.306 of the Education Code; or may credit the student for any time spent in the JJAEP or DAEP in the district from which the student transfers toward the mandatory one semester placement.

- 3.5 A student to whom Subchapter I of the Texas Education Code Chapter 37, Placement of Registered Sex Offenders, §37.302 applies, and who is not under any form of court supervision, may be placed in the JJAEP or DAEP for one semester or in the regular classroom. The student may not be placed in the regular classroom if the district board of trustees determines that the student's presence in the regular classroom threatens the safety of other students or teachers; will be detrimental to the educational process; or is not in the best interest of the districts' students.
- 3.6 A student who is expelled from school pursuant to Texas Education Code §37.0081 is subject to that placement for a minimum of 90 days and until the student graduates from high school; the charges are dismissed or reduced to a misdemeanor offense; or the student completes the term of the placement or is assigned to another program. This provision continues to apply to the student if the student transfers to another school district in the state.
- 3.7 The placement of a student pursuant to Texas Education Code §37.0081 and /or § 37.303, who is receiving special education services provided by the participating school districts, shall continue to have those services provided while the student is placed at the JJAEP or DAEP. Should the JJAEP or DAEP determine that a student receiving special education services is having difficulty with the program; the participating school districts agree to have an ARD reevaluate the services the student is receiving.
- 3.8 Students who are expelled for one school year, and whose period of expulsion extends into the following academic year, may be ordered pursuant to this Agreement to attend the JJAEP throughout the summer months.
- 3.9 Each school district will determine the length of time that each student will be enrolled at the JJAEP or DAEP. Each Student will be assigned a program based on performance and behavior. Points will be earned on a daily basis and goals will be met prior to returning to the home campus, or until the length of expulsion has expired. A discharge report will be sent to the perspective ISDs prior to a student being returned to that campus. No student will be required to attend more than one (1) school year.
- 3.10 Each student shall be required to take the Iowa Tests of Educational Development Assessment upon enrollment in the program as required in the Texas Juvenile Justice Department Standards.

FACILITIES AND STAFFING

- 4.1 Students shall be provided an education through state adopted textbooks or if available, textbooks from the individual school districts. Credit earned at the JJAEP or DAEP shall be accepted by the participating school districts.
- 4.2 Equipment belonging to the individual school districts may be used from time to time on a temporary basis, but shall remain property of the supplying districts.
- 4.3 The ACJB shall be responsible for hiring school staff. However, the school superintendents shall be encouraged to make personal recommendations. Atascosa County shall supply the classroom and provide a secure classroom environment.
- 4.4 Special Education services are mandated by state law. A Special Education teacher shall be provided by the participating school districts. The district(s) that do not participate will be responsible for providing special education services.
- 4.5 Atascosa County will provide the building and maintenance of the building.
- 4.6 Breakfast and lunch are furnished by the ACJJC. It is the district responsibility to provide the ACJJC the verification of approval or denial of benefits of the National School Lunch Program from the U.S.D.A.

TRANSPORTATION

- 5.1 Transportation services for students attending the JJAEP or DAEP shall be provided under this Agreement by the parents of each student.

RELEASE OF STUDENT AND JUVENILE RECORDS

- 6.1 The governing body of each Participant in this Agreement finds that in order to appropriately serve students receiving services under this Agreement, the sharing of information pertinent to the provision of education and rehabilitation, services is essential and in the best interest of the students served. Any juvenile court with jurisdiction over a student has the authority to release appropriate juvenile, educational, diagnostic, or other records to permit the consistent provision of services to the student.
- 6.2 All student records discussed or reviewed by a juvenile court, Participant and/or JJAEP or DAEP specific to an individual student shall be considered confidential, and shall be shared only with the juvenile court, the student, the parent(s) or guardian(s) of the student, and those employees of the juvenile court, Participant or JJAEP or DAEP with legitimate educational interest in the student. Student educational records shall be transferred to the appropriate ISD upon dismissal of a student from the JJAEP or DAEP.

- 6.3 Attendance at the JJAEP or DAEP shall be recorded daily. Attendance and absences shall be reported to the student's home school district on a weekly basis.
- 6.4 Disaster, flood, extreme weather conditions or other calamity that has significant effect on the programs, attendance will not change the average daily allotment for attendance days.

FUNDING FOR JJAEP OR DAEP AND FISCAL AGENT

- 7.1 Base Rate. For the 2025-2026 and 2026-2027 school year, participating school districts will be requested to pay seventy-five dollars (\$75) per day per student in attendance. This money is paid directly into the Alternative Education Program for the purpose of providing services for the program.
- 7.2 Special Services. The ISD in which a student resides shall maintain the responsibility to provide services to eligible students under the Individuals with Disabilities Education Act. The ACJB shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The cost of any special services provided hereunder shall be borne by the Participant with the responsibility to provide the services.

The ACJB and the JJAEP or DAEP shall cooperate in the provision of special education services by the ISDs to students in the JJAEP or DAEP.

In an effort to continue cooperative understanding between the Participants, the ISDs will make reasonable efforts to invite a representative of the JJAEP or DAEP to participate in any ISD's Admission, Review, and Dismissal Committee meetings placing a student in the JJAEP or DAEP or reviewing or modifying the program of a student in the JJAEP or DAEP.

- 7.3 Fiscal Agent. Atascosa County shall serve as the Fiscal Agent of the ACJB with respect to payments received for JJAEP or DAEP services in accordance with §37.012 of the Texas Education Code and this Agreement. In its capacity as Fiscal Agent, Atascosa County shall be responsible for receiving funds from the ACJB for the establishment and operation of the JJAEP or DAEP.

EXPEDITED MAGISTRATE SYSTEM

- 8.1 The expeditious hearing of all cases related to the JJAEP or DAEP by the juvenile court is crucial to the spirit and letter of the Texas Legislature's changes in both the Education and the Juvenile Justice Codes. Accordingly,

the following expedited procedures shall be applied to those cases concerning students expelled from the school setting.

- a. The ISD will notify the JJAEP or DAEP immediately by phone of any expulsion followed by a letter in writing to the Atascosa Juvenile Probation Department.
- b. Upon notification the ISD will require the eligible student to report the following day to the JJAEP or DAEP for intake. Within ten (10) days the Juvenile Probation Officer will complete the Preliminary Investigation Report and make a recommendation on whether the student will be Adjudicated or placed on Deferred Prosecution.
- c. Each student who is expelled for serious misbehavior will be placed on Deferred Prosecution Probation.
- d. Students begin school immediately following intake to the JJAEP or DAEP and remain there until released by the ISD or the Juvenile Court.

TRANSITION TO THE SCHOOL SETTING

- 9.1 The ACJB will provide the following services to the ISDs for students who are ordered into the regular classroom or school district alternative education program setting as a condition or term of probation:
 - a. Supervision by a certified juvenile probation officer for the remaining period of probation, which will emphasize protection of the community, accountability and competency building.
 - b. Implementation of the individual student's JJAEP or DAEP transition plan, including wrap-around services identified in the JJAEP or DAEP transition plan. The JJAEP or DAEP transition plan will be developed and agreed to by the student's JJAEP or DAEP transition team, which will consist of representatives, psychologists, etc., the appropriate staff members of the JJAEP or DAEP and the student's probation officer. The plan may include, but not limited to community service, parent classes, counseling, and other appropriate services.
 - c. Follow up is made by the JJAEP or DAEP to verify the student's compliance and attendance in the public schools.

TERM OF AGREEMENT

- 10.1 This agreement shall be renewed every two years, unless one or more of the Participants hereto elects to terminate this Agreement by providing written

notice to all other Participants hereto at least sixty (60) days prior to the expiration of the initial term, unless terminated sooner.

- 10.2 In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

MISCELLANEOUS

- 11.1 Records and Reporting Requirements. Throughout the term of this Agreement, the Participants hereto agree to establish and maintain detailed records regarding the administration and operation of the school alternative education program, including information regarding the costs of such programs, including facilities, staffing, and administrative expenses.
- 11.2 Legal Requirements. The Participants agree to comply fully with all applicable federal, state and local statutes, ordinances, rules and regulating in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid law governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

Charlotte Independent School District

Superintendent of Schools
P.O. Box 489
Charlotte, Texas 78011
(830) 277-1431

Jourdanton Independent School District

Superintendent of Schools
200 Zanderson Ave.
Jourdanton, Texas 78026
(830) 769-2350

Lytle Independent School District

Superintendent of Schools
P.O. Box 745
Lytle, Texas 78052
(830) 709-4743

Pleasanton Independent School District

Superintendent of Schools
831 Stadium Drive
Pleasanton, Texas 78064
(830) 569-2197

Poteet Independent School District

Superintendent of Schools
P.O. Box 138
Poteet, Texas 78065
(830) 742-3567

Somerset Independent School District

Superintendent of Schools
P.O. Box 279
Somerset, Texas 78069
(830) 622-5671

Pearsall Independent School District

Superintendent of Schools
522 E. Florida
Pearsall, Texas 78061
(830) 334-8001

McMullen County Independent School District

Superintendent of Schools
901 River Street
P.O. Box 359
Tilden, Texas 78072

Natalia Independent School District

Superintendent of Schools
8th Pearson Street
P.O. Box 548
Natalia, Texas, 78059

Devine Independent School District

Superintendent of Schools
205 W. College
Devine, Texas 78016

Dilley Independent School District

Superintendents of Schools
245 West FM 117
Dilley, Texas 78017

George West Independent School District

Superintendent of Schools
913 Houston Street
George West, Texas 78022

Sabinal Independent School District

Superintendent of Schools
409 W. Cullins Ave.
Sabinal, Tx. 72881

Cotulla Independent School District

Superintendent of Schools
310 N. Main St.
Cotulla, Tx. 78014

Any part may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

- 11.3 Amendments. If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Participants, provided that all such changes, amendments, supplements or modifications shall be in writing.
- 11.4 Integration Clause. This Agreement, including attachments, contains the entire agreement of the Participants 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 Participants. No other agreement, statement, or promise, made by or to any party, or made by or to any employee, officer, or agent of any part, that is not contained in this Agreement shall be of any force or effect. It is acknowledged by the Participants that no officer, agent, employee, or representative of Atascosa County has any authority to change or amend the terms of this Agreement or any attachments to it or to waive any breach of this Agreement unless expressly granted that authority by the Atascosa County Commissioners Court.

IN WITNESS THEREOF, the undersigned Participants acting under the authority of their respective governing boards, have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Agreement.

APPROVED:

The Honorable Bob Brendel
Juvenile Board Chairman

APPROVED:

Bill Gamez, Chief Juvenile Atascosa
Probation Officer of Atascosa
County

APPROVED:

Superintendent of Schools Devine ISD

**MEMORANDUM OF UNDERSTANDING
FOR
PARTICIPATION IN SPECIAL EDUCATION
UNIT EFFECTIVE FOR 2025-2026 & 2026-2027
SCHOOL YEAR**

PURPOSE:

The participating school districts enter into this agreement for the purpose of employing special education teacher unit(s) at the Atascosa County Alternative Education School (presently located in Jourdanton, Texas)

ALL PARTICIPATING SCHOOL DISTRICTS AGREE TO THE FOLLOWING:

1. Jourdanton ISD will employ the teacher unit(s) on the Jourdanton ISD payroll as a Jourdanton teacher, and maintain the records consistent with other Jourdanton teachers.
2. This special education unit(s) will work under the direct supervision of the teacher/administrator at the Atascosa County Alternative Education School. The Jourdanton School Administrator will perform observations, conferences, and evaluations consistent with those of other Jourdanton ISD teacher.
3. All school districts that agree to utilize this special education instructional service will pay their portioned share of the this unit(i.e. four schools = 25% each, five schools = 20% each, six schools = 16.67% each). Jourdanton ISD will bill the other participating school districts once each year. This billing will be paid in full within 30 days of the billing. Each school district will split its funding for this unit to 70% special education, and 30% regular education. Thereby the unit will be able to serve all students at the campus.
4. This agreement will be reviewed at a meeting that will be called at the request of any participation superintendent; or by an official with Atascosa County.

We, the undersigned do agree to support and participate in the above outlined agreement.

**Superintendent of Schools
Devine ISD**

