

# Career & Technical Education Denton ISD

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## **Out-of-District Memorandum of Understanding**

Lake Dallas Independent School District

&

Denton Independent School District

2013-14

### **Statement of Intent:**

The purpose of this Career & Technical agreement is to facilitate the opportunity for other school district students to be enrolled and attend Career & Technical Education programs in the **Denton Independent School District**.

### **Denton Independent School District Equal Opportunity Policy Statement**

Denton I.S.D. does not discriminate on the basis of race, religion, color, national origin, sex, or disability in providing education or providing access to benefits of education services, activities and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Section 504 of Rehabilitation Act of 1973, as amended; and the Title II of the Americans with Disabilities Act. Inquiries regarding these policies should be directed to the Executive Director of Human Resources (940) 369-0041.

# **Memorandum of Understanding**

## **DENTON ISD**

### **Sarah and Troy LaGrone Advanced Technology Complex Out of District Enrollment**

The Denton Independent School District (Denton I.S.D.) and all other school districts which have students seeking enrollment in Career and Technical Education (CTE) programs presented by Denton ISD at the Sarah and Troy LaGrone Advanced Technology Complex (ATC) enter into this Memorandum of Understanding to facilitate the opportunities for Out of District (OOD) students.

Within this Memorandum of Understanding the following words and phrases shall be defined as:

1. Home District: the independent school districts in which the Out-of-District student is enrolled, not including the Denton Independent School District; and
2. Out-of-District Student: a student enrolled in the Career & Technical Education programs whose home district is not Denton Independent School District.

#### **I. Enrollment**

- a. Denton I.S.D. will:
  - i. provide partnering school districts with yearly updated Out of District Procedure Manual to include application information, testing, and deadlines;
  - ii. provide information concerning enrollment opportunities and enrollment packets to Home District counselors;
  - iii. allow enrollment and participation in its CTE courses for Out-of-District students as space is available.; and
  - iv. will coordinate OOD student interviews and testing schedules with Home District counselors.
- b. Home District will:
  - i. Notify their students regarding their selection status; and
  - ii. Complete an enrollment packet for each of their students selected for the CTE program.

#### **II. Attendance**

- a. The Denton I.S.D. will provide attendance reports on a weekly basis to the OOD school district and enrollment verification at the beginning of each semester.
- b. The Denton I.S.D. will provide the Home District of an OOD student with the student's grade report at the end of each six (6) grading periods per school year and at the end of each semester based upon the Denton ISD grading period calendar.
- c. The Home District will handle all attendance documentation and truancy related issues concerning students.
- d. The Denton I.S.D. shall provide appropriate academic, grade and/or instructional records for students who are released from the facility.

### **III. Billing**

- a. Denton ISD will bill Home Districts each semester, no later than the end of October for first semester and end of March for second semester. The Home District shall remit payment to Denton I.S.D. within forty-five (45) days from the date of invoice.
- b. The Denton I.S.D. will bill Home Districts per semester based on annual TEA/ADA formula for your district.
- c. The Home District will be charged for an OOD student's attendance from the date of enrollment to the last day of each semester or until the Home District provides official withdrawal notification to Denton ISD. Billings for students that have withdrawn are prorated based on students withdrawal date within the semester.

### **IV. Teacher of Record**

- a. The Denton I.S.D. will provide the Home District with report information for "Teacher of Record" per requirements documented in the Student Attendance Accounting Handbook for each OOD student enrolled. The Denton I.S.D. shall award credits when the OOD student has complied with the provisions of the Texas Administrative Code and according to local Denton I.S.D. policy for awarding of credits and/or grade level goals.
- b. Denton I.S.D. instructional personal shall hold the appropriate certification or permits as required by the Texas Education Agency. Official copies of certification shall be filed with the Denton I.S.D. and CTE Director. Denton I.S.D. Human Resources shall provide documentation that all district instructional personnel assigned to the ATC have successfully passed background checks and fingerprint checks to be kept on file at human resources. The documentation should include appropriate certifications and "highly qualified" statements.

### **V. Student Records**

- a. Student records, including the enrollment packet completed by the Home District and attendance records and grade records, pertaining to their enrollment in CTE programs shall be maintained at the ATC by the registrar in accordance with the Denton I.S.D. records retention policy.
- b. To the extent allowed by Federal and State law, including but not limited to the Individuals with Disabilities Education Improvement Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act ("HIPAA"), the Denton I.S.D. administrators and professional employees shall have access to medical and juvenile information and records to the extent that it applies to the performance of the terms of the Agreement. Each Denton I.S.D. employee involved in this program shall follow all Denton I.S.D. policies and procedures relating to the confidentiality of student information. No student information shall be released to anyone outside of the Denton I.S.D. for any purpose without appropriate legal authorization.
- c. The Denton I.S.D. shall shred all OOD student records, except for grade and attendance records, at the end of each school year.

#### **VI. Students with Disabilities**

- a. Students identified by their Home District as being eligible for receiving Special Education services and enrolling in the CTE programs, will be required to have an ARD meeting attended by a member of the ATC staff/Administration.
- b. Upon enrollment, Home District shall provide Denton I.S.D. documentation for all Special Education and 504 students within the first six weeks of school.
- c. Home District will be responsible for any additional costs associated with Denton I.S.D. complying with the requirements of personnel, teacher training, modifications and/or equipment necessary to accommodate students eligible for receiving Special Education services.
- d. Student special education eligibility folders containing documents for audit under Texas Administrative Code shall be maintained by the Home District. On request from Denton I.S.D. the Home District will make such information 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 (Buckley Amendment).

#### **VII. Duties of OOD Students**

- a. The Denton I.S.D. Student Code of Conduct is available for all students and parents on line at <http://www.dentonisd.org/dentonisd/site/default.asp>, and a printed copy will be provided upon request. Each OOD student is expected to thoroughly review and will be held responsible for knowledge of the Student Code of Conduct.
- b. OOD Students must provide their own transportation to the ATC for attendance of their classes.
- c. OOD Students enrolled in Denton I.S.D. CTE program will adhere to the Denton I.S.D. calendar and attendance will be taken pursuant to the Denton I.S.D. calendar.
- d. OOD Students will be required to have a health card on file at the ATC.
- e. OOD Students will be held responsible to the same extent as Denton I.S.D. students for all costs associated with the repair or replacement of damaged property resulting from the action of the student. Damage which equals or exceeds fifty dollars (\$50.00) may result in criminal charges against the student, and other disciplinary actions.
- f. OOD Students are expected to meet all application and testing deadlines.
- g. OOD students that lose credit due to excessive absences must complete the credit recovery process through ATC credit recovery program before the end of April.

#### **VIII. Student Discipline**

- a. The Denton I.S.D. policies, guidelines, student handbook, student code of conduct and ATC handbook prevail at all times.
- b. 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 ATC Administration may initiate the dismissal.
- c. Denton I.S.D. Student Code of Conduct Violations that result in the OOD student being placed in In School Suspension Class (ISSC), Disciplinary Alternative Education Program (ADEP), or Juvenile Justice Alternative Education Program (JJAEP) shall be deemed to be sufficient cause for removal from the CTE programs, with the Home District being

responsible for any further disciplinary actions deemed necessary by the Home District. The date of the OOD student's removal will be considered the date of official withdrawal from the CTE program.

**IX. Default and Termination**

- a. 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.
- b. 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.

**X. Notification**

All notices, requests, and other communications under the MOU shall be in writing and mailed to the proper addresses as follows:

**DENTON I.S.D.:**

Dr. Jamie Wilson  
Superintendent  
1307 North Locust Street  
Denton, Texas 76201

Carla Ruge, Director  
LaGrone Advanced Technology Complex:  
1504 Long Road  
Denton, Texas 76207  
Telephone: 940-369-4850  
Fax: 940-380-0243

**HOME DISTRICT:** Lake Dallas Independent School District

104 Swisher  
PO Box 548  
Lake Dallas, TX  
75065

**XI. Terms of Agreement**

- a. This Memorandum Of Understanding will be reviewed annually by the signatory districts. This Memorandum Of Understanding may be revised, modified or amended at any time upon mutual agreement between the Home District and Denton Independent School District.
- b. No revision, modification, or amendment of this Memorandum Of Understanding shall be valid unless in writing and duly executed by the Superintendents of the Denton I.S.D. and Home District.
- c. The failure of the Parties to enforce, or insist upon, compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment

of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

- d. Each of the individual affixing their signature below represents to the other party that they are a duly-authorized official of their school district with the power to encumber their district with the obligations set forth herein.

WITNESS our signatures as evidence of our agreement to this Memorandum of Understanding and willingness to abide by its stated obligations.

DENTON INDEPENDENT SCHOOL DISTRICT

Lake Dallas Independent School District

\_\_\_\_\_  
Jamie Wilson, Ed.D., Superintendent

\_\_\_\_\_  
*Gayle Stinson*

Gayle Stinson, Superintendent

Printed Name

Date: \_\_\_\_\_

Date:

6/17/2013