

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into pursuant to Chapter 37 of the Texas Education Code ("TEC") by and between the Independent School Districts ("ISDs") (Denton Independent School District, Aubrey Independent School District, Pilot Point Independent School District, Lewisville Independent School District, Krum Independent School District, Ponder Independent School District, Sanger Independent School District, Argyle Independent School District, Northwest Independent School District, Lake Dallas Independent School District, Little Elm Independent School District, Carrollton-Farmers Branch Independent School District, Valley View Independent School District, Gainesville Independent School District, Muenster Independent School District) and the Denton County Juvenile Justice Alternative Education Program ("JJAEP") as the agent for the Juvenile Board of Denton County, Texas ("DCJB"), of Denton County, Texas.

WHEREAS Denton County, Texas, has a population greater than 125,000 and the DCJB has been mandated by TEC Section 37.011 to develop a Juvenile Justice Alternative Education Program subject to the approval of the Texas Juvenile Justice Department ("TJJJ"); and

WHEREAS the ISDs are located within Denton County or have requested to participate in the JJAEP; and

WHEREAS the ISDs have been mandated by the TEC Section 37.007 (a), (d), and (e) to expel students for enumerated serious offenses; and

WHEREAS the ISDs have the discretion to expel students under TEC Sec. 37.007 (b), (c), and (f); TEC Sec 37.0081; TEC Sec 37.309; and

WHEREAS the State of Texas has determined that public school students who 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 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 the primary goals of the program being the education of students with *behavioral* problems and rehabilitation of juvenile offenders, but not the treatment of *emotional* problems;

NOW THEREFORE THE PARTIES AGREE THAT:

I. ADMINISTRATION OF DENTON COUNTY JJAEP

1.01 The daily administration for the JJAEP will be conducted by the Denton County Juvenile Probation Department ("DCJPD") under the direction of the Chief Juvenile Probation Officer. The DCJPD shall conform the JJAEP to the standards and guidelines of TJJJ. Furthermore, the DCJPD shall be responsible for and maintain all reports, data, assessments, and the like necessary to permit and allow examination for compliance with the TEC.

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

- 2.01 The parties to this MOU acknowledge that the TEC §37.010(a) requires that every expelled student 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 parties that the JJAEP provide an educational program to all expelled students.
- 2.02 Students who are expelled from participating ISDs will be afforded the appropriate due process within the respective ISD as provided by school district policy and federal and state law.
- 2.03 As the ISDs have elected to contract with the JJAEP, as the agent for and of DCJB, pursuant to TEC §37.011(p), for the placement of students expelled under TEC §37.007(b), (c), and (f), §37.0081; §37.309; any student, under the age of 19 years of age, who has been expelled from an ISD may be placed in or ordered or required to attend the JJAEP.
- 2.04 Every student who has been expelled from an ISD as a mandatory expulsion (i.e., pursuant to TEC §37.007(a), (d), or (e)), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU may be placed in or ordered or required to attend the JJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Texas Family Code §52.041(d), placement in the JJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider its expulsion decision.
- 2.05 Every student, under the age of 19 years of age, who has been expelled from an ISD as a discretionary expulsion (i.e., pursuant to TEC §37.007(b), (c), or (f); §37.0081; §37.309), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU may be placed in or ordered or required to attend the JJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Tex. Fam. Code §52.041(d), placement in the JJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider the terms and conditions of its expulsion order.
- 2.06 The JJAEP shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the JJAEP ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the Juvenile Court may immediately order the student to attend the JJAEP, pending resolution of any ISD disciplinary action, including any expulsion hearings.
- 2.07 It is the intent of the parties hereto that, for each expelled student who is placed in the JJAEP, such placement will be conditioned on the student's completion of a period of "successful days", as set forth/described in the JJAEP student code of conduct, equal to the number of expulsion days ordered by the ISD. Pursuant to TEC §37.010, students must

remain in the JJAEP for the full period ordered by the Juvenile Court, unless the student's school district agrees to readmit the student before the date ordered by the Juvenile Court. The "full period" shall mean a period of "successful days," as set forth/described in the JJAEP student code of conduct, that equals the number of days the student was ordered to complete by the Juvenile Court, unless the student's school district agrees to readmit the student before the date ordered by the Juvenile Court.

- 2.08 In order to avoid undue disruption in the educational process of students attending the JJAEP under this MOU, the ISD expelling the student shall assign and order a term of expulsion that is not less than thirty (30) school days nor more than 365 days — unless the expelling ISD conducts a review of the student's placement at least every 365 days. A term of placement, except for a term of placement based upon TEC §37.007(e), may be commuted or reduced, by agreement between the JJAEP and the ISD, if the student serving same has not violated and is in compliance with the rules and regulations of the JJAEP.
- 2.09 Notwithstanding anything set out herein, an ISD shall not be obligated or required to pay for a Juvenile Court placement when the student has not been expelled from an ISD.
- 2.10 Notwithstanding anything set out herein, under no circumstance shall an ISD be obligated or required to pay for a Juvenile Court placement or order requiring a student expelled from an ISD as a discretionary expulsion to attend the JJAEP beyond the period of expulsion, unless the affected ISD has been notified by the Juvenile Court and said ISD consents, in writing, to such placement .
- 2.11 Administrators of the ISD and the JJAEP may agree on deviations from the minimum and maximum length of stay(s) on a case-by-case basis.
- 2.12 It is the intent of the parties that there be no material interruption (i.e., more than three [3] days) in the provision of educational services to expelled students under this MOU. Therefore, the expelling ISD shall direct and order, in writing, the student and parent to appear and enroll at the JJAEP on the first business day -- per the Denton County calendar -- following the student's expulsion and electronically send a copy of this notice to the JJAEP. Any parent or guardian and child who is at the expulsion hearing shall sign the notice before it is transmitted to the JJAEP.
- 2.13 The ISDs shall use best efforts to assist the Juvenile Probation Department in placing all expellees under court orders requiring or mandating attendance in the JJAEP.

III. PAYMENT

- 3.01 **DAILY RATE** -- The daily rate of ninety-nine and no/100s (\$99.00) dollars per student per day in attendance will be charged for each discretionary expulsion (i.e., TEC §37.007(b), (c), or (f); §37.0081; §37.309) student enrolled in the JJAEP. The JJAEP shall charge and invoice the ISDs no later than the tenth (10th) day of each and every month that the MOU is in effect. Upon the first day of the month following receipt of an invoice for educational and rehabilitative services provided to ISD students, the ISD will pay the invoiced amount to Denton County. Payments shall be delivered to the Denton County Treasurer, 1 Courthouse Drive, Suite 1400, Denton, Texas 76208. Because TJJD

will pay for mandatory expulsions pursuant to TEC §37.007 (a), (d), or (e) only if a full and complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense, to the extent State and Federal law allow, the expelling ISD shall use its best efforts to make, seek, or participate in the creation of a law enforcement offense report for mandatory expulsions which involve elements of a criminal offense. Notwithstanding anything set out herein, the ISDs shall not be charged, billed, or invoiced for students attending the JJAEP as a result of a mandatory expulsion if an offense report has been made by law enforcement personnel showing the elements of the mandatory offense.

IV. SPECIAL SERVICES

- 4.01 The DCJB and the ISDs shall cooperate in the provision of special services to students placed in the JJAEP. 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 for special education services, and the JJAEP staff believe such student may be 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 and speech therapy.
- 4.02 The ISDs will invite a representative of the JJAEP to participate in any Admission, Review and Dismissal Committee meeting where expulsion will be considered.
- 4.03 The JJAEP and the ISDs shall ensure that a student who is non- English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address the student's needs, as determined by a language proficiency assessment committee.
- 4.04 The JJAEP and the ISDs shall ensure that a student who is eligible for services under section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address the student's needs, as determined by a section 504 committee.

V. GENERAL CONDITIONS

- 5.01 Transportation to and from the JJAEP shall be the responsibility of the students' parents/guardians/custodians, except that, transportation of students whose individual education plans include transportation services shall be the responsibility of the ISDs.
- 5.02 The day-to-day operation of the JJAEP will conform to the calendar for Lewisville ISD for the fall and spring semesters. The calendar for any summer session will be set within TJJD guidelines.
- 5.03 The fact that a student has been expelled will not prevent the ISD from developing a policy allowing a student to obtain credit by examination, allowing a student to borrow

educational course materials from the school, or allowing a student to arrange tutoring. Neither the ISD nor the JJAEP is under an obligation to replicate a student's pre-expulsion course of study.

- 5.04 While a student is attending the JJAEP, that student may not participate in or attend any school district extracurricular activity.
- 5.05 Parents of students attending the JJAEP will receive notice of a child's academic progress at a minimum of every 120 school days.
- 5.06 Notwithstanding TEC Chapter 26, the JJAEP may monitor student activities by technological means, including video and/or audio methods and metal detectors. The JJAEP will provide a notice and release for such monitoring to the student and the student's parents.
- 5.07 The JJAEP may accept a student from an ISD located in another county. Upon approval from the DCJB, an ISD located in another county may become a signatory to this MOU, in which case the terms of this MOU will be in effect.
- 5.08 No later than the 30th day after the end of the school year, the DCJPD will provide a program summary to the ISDs.
- 5.09 This MOU can be modified only in writing by the DCJB and the ISDs and at such a time as the parties may deem appropriate.
- 5.10 In conformance with TEC §37.011(k)(5), the JJAEP will provide services while the student attends the JJAEP for transitioning JJAEP students back to the school district. The transition plan shall include consultation between appropriate ISD personnel and JJAEP personnel. To assist in the transition process, the JJAEP may offer in-service training to ISD staff.
- 5.11 In conformance with TEC § 37.011(k)(8), if a student eligible for or receiving special education services required by law is expelled, the services provided or required to be provided by the ISD shall accompany the student to the JJAEP and be provided by the JJAEP or the provided by the ISD at the JJAEP.

VI. STUDENT CODES OF CONDUCT

- 6.01 Each ISD shall develop a Student Code of Conduct specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.
- 6.02 The Student Code of Conduct adopted by each ISD shall identify those categories of conduct that the ISD has defined as constituting serious or persistent misbehavior for which a student may be placed in the JJAEP.

- 6.03 A student may be subject to discretionary expulsion (TEC §37.007(c)), if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior while on the program campus despite documented behavioral interventions. The ISD that expels a student from a disciplinary alternative education shall provide the JJAEP with the documentation identifying and describing the serious misbehavior that occurred at the DAEP and the attempted interventions. The JJAEP will determine whether the student's conduct constitutes serious misbehavior that warrants expulsion to the JJAEP.

For purposes of this subsection, "serious misbehavior" means:

- 1) deliberate violent behavior that poses a direct threat to the health or safety of others;
- 2) extortion, meaning the gaining of money or other property by force or threat;
- 3) conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- 4) conduct that constitutes the offense of:
 - a) public lewdness under Section 21.07, Penal Code;
 - b) indecent exposure under Section 21.08, Penal Code;
 - c) criminal mischief under Section 28.03, Penal Code;
 - d) personal hazing under Section 37.152; or
 - e) harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

- 6.04 The JJAEP shall adopt its own Student Code of Conduct in accordance with TEC 37.001.

VII. ATTENDANCE

- 7.01 JJAEP shall adopt and implement a student attendance accounting system, whether manual or automated, which includes procedures that ensure the accurate taking, recording, and reporting of attendance accounting data. Said system shall comply with the requirements of Chapter 42 of the TEC and 19 Texas Administrative Code Chapter 129. JJAEP shall provide the ISDs with copies of their respective students' attendance records and reports generated by JJAEP's attendance accounting system.
- 7.02 The JJAEP may pursue Truant conduct charges for those students who violate compulsory school attendance laws according to 25.085 of the Education Code.

VIII. LANGUAGE SERVICES AND ASSESSMENTS

- 8.01 Each ISD shall bear the sole and exclusive responsibility for all matters related to the delivery and retrieval of statewide assessment testing materials for students from the ISD. The JJAEP shall bear the responsibility of testing students from each ISD placed in the JJAEP.

IX. TRANSITION SERVICES

- 9.01 JJAEP shall perform a review of each student's progress at least once during each grading period and shall establish a transition plan for the student prior to the student's

return to the school setting. The JJAEP liaison shall notify the student's parent or guardian and the appropriate ISD liaison at least five (5) school days in advance of each review performed under this section and TEC §37.011(d), unless such entities mutually agree to waive, in writing, such five-day notice period.

- 9.02 On an annual basis, the JJAEP shall provide to the ISDs a summative evaluation of the performance of each ISD's students served by the JJAEP.
- 9.03 Prior to the student's completion of the expulsion period, the JJAEP shall make recommendations to the ISD concerning the transition of the student from the JJAEP to the ISD.

X. JJAEP FACILITIES AND STAFFING

- 10.01 The JJAEP is provided in a facility owned by Denton County.
- 10.02 Personnel and services for the JJAEP may be provided by Denton County or an ISD. Personnel and services provided by an ISD to the JJAEP will be provided under contract with the DCJB.

XI. STUDENT AND JUVENILE RECORDS

- 11.01 The governing body of each party to this MOU finds that in order to appropriately serve students receiving services under this MOU, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. Therefore, the expelling ISD shall directly forward any and all school records including special education and health service records for expelled students to the JJAEP.
- 11.02 The parties hereto agree to execute all agreements and statements necessary to effectuate this clause, including, but not limited to, those found in the Family Educational Rights and Privacy Act ("FERPA").

XII. TRANSFERS

- 12.01 Each ISD may, subject to its own policy, permit or accept transfer students ("transferees") attending a Juvenile Justice Alternative Education Program in another county. Such transferees shall be admitted to the JJAEP on and under the same terms and conditions set out herein.

XIII. MISCELLANEOUS

- 13.01 SEVERABILITY. In case any one or more of the provisions, articles, and sections contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, article, and section hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 13.02 GOVERNING LAW. This MOU shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America. Unless the obligation(s) of any party shall be materially changed, the amendment, interpretation, or change in any legislation or law cited herein shall be interpreted and understood to work a novation of this MOU.
- 13.03 TERMINOLOGY. The captions beside the article and section numbers of this MOU are for reference only and shall not modify or affect this MOU in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.
- 13.04 RULE OF CONSTRUCTION. The parties acknowledge that each party and its counsel have reviewed and revised this MOU, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this MOU or any amendments or exhibits hereto.
- 13.05 13.6. COUNTERPARTS. This MOU may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

Approved by the Denton County Juvenile Board on the 19th day of August 2022.

 Kimberly McCary
 Chairman of the Denton County Juvenile Board

Approved by the _____ ISD Board of Trustees on the _____ day of _____ 2022.

 Board President