

THE STATE OF TEXAS
COUNTY OF FORT BEND

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MEMORANDUM OF UNDERSTANDING
FOR JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

THIS AGREEMENT is made and entered into by and between the FORT BEND COUNTY JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR".

WHEREAS, Chapter 37 of the Texas Education Code requires the creation and operation of a Juvenile Justice Alternative Education Program, hereinafter referred to as "JJAEP", in Fort Bend County; and

WHEREAS such a JJAEP has been established; and

WHEREAS, Needville Independent School District, hereinafter referred to as "NISD", and Katy Independent School District, hereinafter referred to as "KISD", are Member School Districts who desire to continue to participate in the JJAEP; and

WHEREAS, the parties hereto desire to continue the JJAEP currently in existence; and

NOW THEREFORE, in consideration of the mutual covenant set forth herein the parties hereto agree as follows:

SECTION I
DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

- 1.01 *BOARD Personnel* - Eligible Student's Probation Officer, Youth Specialist, Program Director, Chief Juvenile Probation Officer, Site Administrator
- 1.02 *Classroom* - Designated rooms at the JJAEP facility located at 3403 Avenue F, Rosenberg, Texas.
- 1.03 *Eligible Students* - Students who have been expelled from school pursuant to the terms of Chapter 37 of the Texas Education Code from a Member School District.
- 1.04 *LAMAR Personnel* - Teachers, Teacher's Aide, Educational Diagnostician, Counselor and Administrator(s).
- 1.05 *Home School District* - The school district where Eligible Students would ordinarily attend school if not placed in the JJAEP, namely LAMAR, KISD and NISD.

- 1.06 *Member School Districts*- NISD, KISD, LAMAR.
- 1.07 *Parent/Guardian Consent* - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.
- 1.08 *Educational Services* -teacher-directed instruction and/or assistance at the Fort Bend County JJAEP in course work involving reading, language arts, mathematics, science, social studies and living skills.
- 1.09 *Teacher* - A LAMAR classroom teacher who is certified by the State of Texas and who is assigned to provide educational services at the Fort Bend County JJAEP.
- 1.10 *Teacher's Aide* - A LAMAR classroom teacher's aide, meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County JJAEP.

SECTION II

PURPOSE

- 2.01 The purpose of this Agreement is to make educational services available to Eligible Students who reside in Fort Bend County.

SECTION III

TERM

- 3.01 The term of this Agreement shall commence on the date the last party executes this Agreement and shall be in effect until July 31, 2026 or unless it is terminated as provided in this Agreement.
- 3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR, by giving fifteen (15) days advance written notice to the other party.

SECTION IV

SERVICES PROVIDED BY LAMAR

- 4.01 Services provided by LAMAR under this Agreement will be provided with state and federal funds received by LAMAR and special funds specifically designated for providing educational services at the Fort Bend County JJAEP.
- 4.02 LAMAR personnel will review available student education records and any available assessment records to ensure that the appropriate educational services are provided to each Eligible Student.

4.03 The following LAMAR personnel shall be the only personnel involved in the provision of educational services at the Fort Bend County JJAEP:

- A. Teachers
- B. Teacher's Aide
- C. Special Counselors
- D. Educational Diagnosticians
- E. Instructional Specialists
- F. Education Administrators/ Special Education Director

4.04 Prior to providing educational services to a student who is eligible for services under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504) or limited English proficient (LEP) classifications LAMAR personnel must receive from the Home School District proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent.

4.05 It is understood and agreed by all parties that LAMAR will provide educational services to Eligible Students enrolled in the JJAEP.

4.06 Home School Districts will continue to be responsible for conducting all Admission Review and Dismissal committees (ARDs), and Language Proficiency Assessment Committee (LPACs) and/or other meetings required by law.

4.07 This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in the Lamar Consolidated Independent School District.

4.08 In providing educational services, LAMAR will use Member School District textbooks, materials, and assignments, unless provided by the Home School District for short-term placements.

4.09 LAMAR will provide four (4) teachers and one (1) teacher's aide for the regularly scheduled school day.

4.10 LAMAR will provide student behavioral training to LAMAR personnel for the proper management of the students and crisis prevention.

- 4.11 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.
- 4.12 LAMAR personnel will cooperate with BOARD personnel with regard to behavior and disciplinary matters. BOARD personnel shall be the final authority with regard to behavior and disciplinary matters.
- 4.13 LAMAR personnel will communicate with the Eligible Student's Home School District to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.
- 4.14 It is understood and agreed by all parties that LAMAR will provide to all eligible LCISD students "The Free or Reduced Breakfast & Lunch Program."

SECTION V

RESPONSIBILITIES OF THE BOARD

- 5.01 The BOARD, acting by and through its Chief Juvenile Probation Officer, will timely secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement.
- 5.02 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide responsible BOARD personnel in the following order:
 - A. Eligible Student's Probation Officer
 - B. Youth Specialist
 - C. Site Administrator
 - D. JJAEP Program Director
 - E. Chief Juvenile Probation Officer
- 5.03 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to Eligible Students who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the Eligible Student in accordance with state time lines.

- 5.04 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for Eligible Students and LAMAR personnel as follows:
- A. Minimum of one (1) youth specialist present at all times.
 - B. Class to take place in the classrooms/shop area of JJAEP facility.
- 5.05 The BOARD, acting by and through its JJAEP staff, and LAMAR, will provide for student movement to and from classes in accordance with a mutually agreeable schedule.
- 5.06 The BOARD, acting by and through its JJAEP staff, will designate staff members to provide support to LAMAR personnel in the event crisis intervention is required at the Facility.
- 5.07 To the extent possible, the BOARD, acting by and through its JJAEP staff, will develop daily schedules/activities so that interruptions to the Eligible Student's education are kept at a minimum.
- 5.08 The BOARD, acting by and through its Chief Juvenile Probation Officer, shall obtain textbooks and assignments when appropriate from the Home School District and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.
- 5.09 Academics and classroom discipline will be the responsibility of the teacher in accordance with LAMAR classroom rules and regulations. At the request of the teacher, JJAEP will remove those Eligible Students in violation of classroom rules.
- 5.10 Transportation of Eligible Students to and from the JJAEP facility will be in accordance with established procedures of the Fort Bend County Juvenile Probation Department and Member School Districts and /or Court directives.

SECTION VI

RIGHTS AND DUTIES OF MEMBER SCHOOL DISTRICTS

- 6.01 NISD may reserve one (1) space upon payment of \$10,000 and KISD may reserve two (2) spaces upon payment of \$20,000 to LAMAR. Such payments shall be made no later than September 10, 2025, to reserve a seat for the 2025-2026 school year.
- 6.02 Member School Districts shall, upon placement of an Eligible Student in the JJAEP, provide JJAEP staff with academic records and any available assessment records to ensure

that the appropriate educational services are provided while the Eligible Student is enrolled in the JJAEP.

- 6.03 Member School District staff will communicate with the Home School District to clarify any issues that arise with regard to the provision of educational services. Member School Districts shall be responsible for ensuring delivery of the special education and related services necessary to provide a free and appropriate public education to their special education students, if any, who are placed at the JJAEP.

SECTION VII **DATA PRIVACY**

- 7.01 The use or disclosure by any party of information concerning an Eligible Student in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited, except on written consent of such Eligible Student and/or his or her parents or guardian, or his/her attorney.
- 7.02 LAMAR and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

SECTION VIII **ASSIGNMENTS**

- 8.01 This Agreement is not assignable by any party.

SECTION IX **INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

- 9.01 It is agreed by the parties that at all times and for all purposes hereunder, LAMAR is an independent contractor and not an employee of the BOARD. No statement contained in this Agreement shall be construed to find LAMAR an employee of the BOARD, and LAMAR shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.
- 9.02 It is agreed by the parties that at all times and for all purposes hereunder, BOARD personnel are not employees of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD to be employees of LAMAR, and the BOARD shall

be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

- 9.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION X **SEVERABILITY**

- 10.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION XI **SERVICES NOT PROVIDED FOR**

- 11.01 Services provided by LAMAR not specifically provided in this Agreement shall not be allowed by BOARD.
- 11.02 LAMAR shall not perform any work or furnish any materials not covered by this Agreement, unless approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.
- 11.03 No claim for services furnished by the BOARD, not specifically provided in this Agreement, will be allowed by LAMAR, nor shall the BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered a modification of this Agreement.

SECTION XII **SHARING OF INFORMATION**

- 12.01 As authorized by Chapter 58 of the Texas Family Code, the BOARD shall share juvenile criminal history record information regarding Eligible Students of LAMAR and the

Member School Districts, upon written request from the appropriate Superintendent or Principal to the BOARD. The Member School Districts shall provide the BOARD with educational information necessary to provide services to Eligible Students at the JJAEP.

12.02 LAMAR and the Member School Districts shall, upon an Eligible Student's enrollment at the JJAEP, provide the JJAEP Program Director with the same information it would provide to another public school district when a student transfers, including but not limited to:

- (1) the Student's name, date of birth, and grade level
- (2) enrollment forms and withdrawal form (which shall indicate the student's list of current courses in which he or she is enrolled, the grade earned, and textbooks used in the course);
- (3) notice of expulsion, where relevant
- (4) special education, Section 504 records and/or LPAC's, if any;
- (5) transcript;
- (6) the student's state assessment data, if applicable;
- (7) the student's previous year's attendance record;
- (8) the student's current attendance records, immunization records, and emergency contact information

12.03 Upon written request from the Member School District Superintendent, the BOARD shall provide the information including, but not limited to:

- (1) court ordered placing Eligible Student in the JJAEP
- (2) probation officer's name
- (3) offense for which Eligible Student is placed in JJAEP and the location of the offense;
- (4) length of time assigned to JJAEP
- (5) disposition of charges against Eligible Student
- (6) court order releasing Eligible Student from JJAEP; and
- (7) Notice of withdrawal from JJAEP.

- 12.04 Any juvenile criminal history information shall be released only to appropriate school personnel and not to any third party. For purposes of this Section, "appropriate school personnel" is defined to include superintendent, principals, school psychologists, social workers, and counselors from a Member School District.
- 12.05 Juvenile criminal history information shall be kept confidential; in a secured area separate from Eligible Student's other educational records. Such information shall be destroyed by school officials (1) upon notification by the juvenile probation department that the Eligible Student is no longer under the jurisdiction of the department; or (2) at the end of one calendar year after it has been provided to the school, whichever occurs first.

SECTION XIII

COMPLIANCE WITH LAWS AND REGULATIONS

- 13.01 In conjunction with this Agreement, LAMAR and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. LAMAR will ensure that any state mandated testing processes required by TEA would be conducted as required as provided by state law. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle LAMAR and the BOARD to terminate this Agreement immediately upon delivery of written notice of termination.

SECTION XIV

SUSPENSION OF STUDENTS

- 14.01 JJAEP Students that are assigned to this campus under the status of Expulsion Orders Only and not on any form of court ordered probation may be removed/suspended from attending school under the following conditions:

- Having a positive drug test
- Failure to follow the campus rules, i.e., Student Code of Conduct/Consistent, and unruly behavior

This applies to only those students that are ordered to attend the JJAEP campus who are under no other orders other than the Expulsion Orders. Those students that violate the campus rules are subject to disciplinary action by the ordering Judge per violations of court ordered probation. Students under the status of Expulsion Orders can be

removed/suspended from campus for a period not to exceed three consecutive days and only at the direction of the site principal.

SECTION XV
NOTICE

15.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

Honorable Toni Wallace
Juvenile Board Chair
301 Jackson Street
Richmond, TX 77469

Notice to LAMAR shall be delivered to: Dr. Roosevelt Nivens, Superintendent
Lamar CISD
3911 Avenue I
Rosenberg, TX 77471

Notice to NISD shall be delivered to: Dr. Paul Drake, Superintendent
P.O. Box 412
Needville, TX 77461

Notice to KISD shall be delivered to: Dr. Kenneth Gregorski, Superintendent
6301 South Stadium Lane
Katy, TX 77494

SECTION XVI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

16.01 It is understood and agreed that the entire Agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: _____
Honorable Toni Wallace, Juvenile Board Chair

Date: _____

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Roosevelt Nivens, Superintendent

Date: _____

APPROVED AS TO FORM AND SUBSTANCE:

NEEDVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Paul Drake, Superintendent

Date: 9/16/2025

KATY INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Kenneth Gregorski, Superintendent

Date: _____