



Board Action Required

No Action Required

To: Coppell ISD Board of Trustees
From: Brad Hunt
Date: May 18, 2012

cc: Dr. Jeff Turner
Ron-Marie Johnson

**Re: Memorandum of Understanding Regarding Dallas County Juvenile Justice
Alternative Education Program (DCJJAEP)**

As is our yearly routine, we are requesting board consent on the Memorandum of Understanding (MOU) with Dallas County regarding the use of their JJAEP for students enrolled in Coppell ISD.

There are no major changes to the MOU, just a little tweaking (see below):

*In addition to minor cosmetic updates, i. e., effective and end dates, name changes, etc., the major change is reflected in **SECTION FOUR: STUDENT PLACEMENT IN DCJJAEP, ¶4.11 (A)** and **¶III (A)** of **Attachment A** of the **DCJJAEP MOU – Procedures for Students Receiving Special Education Services**. The current language in **SECTION FOUR** reads:*

4.11 In order to avoid undue disruption in the educational process of students attending the DCJJAEP under this Agreement, in assigning a term of expulsion, the ISD expelling the student shall consider assigning a term of expulsion as follows:

- A. For mandatory placements, a term of 90 to 180 good days; and*
- B. For discretionary placements, a term of 90 to 180 days with a review at 50 days for possible exit at 60 days, contingent upon the student's academic progress, attendance and adherence to the rules, policies and procedures of the DCJJAEP.*

The term of expulsion will terminate on the Friday following the completion of the assigned days, or at the conclusion of the next six or nine week grading period, with the mutual agreement of the expelling ISD and the DCJJAEP.

The update to this section removes reference to 'good' days from ¶ (A) and should read:

(A) For mandatory placements, a term of 90 to 180 days; and

The change / update to Attachment A of the DCJJAEP MOU – Procedures for Students Receiving Special Education Services adds ‘Speech’ to service provisions and should read:

(A) The sending school district will be responsible for the provision of Speech and any related services as specified in the student’s IEP.

These changes have been approved for legal compliance by Sara Leon, attorney at Powell & Leon, LLP in Austin, TX.

All of the above modifications are currently in practice. The wording has been adjusted to reflect recommendations for clarification with law. Please let me know if you have any questions.

Thank you!
Brad Hunt