

MOU: LCISD / FORT BEND COUNTY JDC
2025-2026 SCHOOL YEAR

THIS IS AN ORIGINAL DOCUMENT AND WILL BE SIGNED BY ALL PARTIES. **PLEASE DO NOT MAKE ANY OTHER MARKS.** ONCE THIS MOU HAS BEEN SIGNED, PLEASE CONTACT OUR OFFICE.

STEVE REPROGLE or ANGEL BAILEY
Office (832) 471-2500

STATE OF TEXAS

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COUNTY OF FORT BEND

AGREEMENT FOR EDUCATIONAL SERVICES FOR JUVENILE PROBATION

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

WHEREAS, the BOARD desires to provide education to eligible children in detention in the Fort Bend County Juvenile Detention Facility; and

WHEREAS, the BOARD desires to provide an opportunity for children in detention to obtain State Board of Education course credits in their home schools resulting from the uninterrupted educational service; and

WHEREAS, LAMAR desires to provide educational services to students in detention at no expense to the BOARD, except as mutually agreed under Section 5.11, and at no expense to LAMAR in excess of the state and federal funds received by LAMAR and specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility;

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:

- 1.1 *BOARD Personnel* - Student's Probation Officer, Director of Detention, Juvenile Supervision Officer, Chief Juvenile Probation Officer.
- 1.2 *Class Room* - A designated room at the juvenile detention facility.
- 1.3 *Eligible Children* - Children from the ages of 10 through 17, who are confined in the Fort Bend County Juvenile Detention Facility for more than five days and are currently enrolled in their home school or otherwise eligible for enrollment.
- 1.04 *Home School* - The school district where the children would ordinarily attend school when not in the Fort Bend County Juvenile Detention Facility.
- 1.5 *LAMAR Personnel* - Teachers, Teacher's Aide, Educational Diagnostician, Counselor., Instructional Specialist, Special Programs and Project Directors. Program Supervisors and Special Education Director.
- 1.6 *Parent/Guardian Consent* - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.

- 1.7 *Educational Services* -teacher-directed instruction and/or assistance at the Fort Bend County Juvenile Detention Facility in course work involving reading, language arts, mathematics, science, social studies, living skills, and drug education.
- 1.8 *Teacher* - A LAMAR classroom teacher who is licensed by the State of Texas and who provides educational services at the Fort Bend County Juvenile Detention Facility.
- 1.9 *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 Juvenile Detention Facility.

SECTION II

PURPOSE

- 2.1 The purpose of this Agreement is to make educational services available to eligible children.
- 2.2 LAMAR intends to provide educational services to eligible children at no expense to the BOARD or LAMAR taxpayers.

SECTION III

TERM

- 3.1 The term of this Agreement shall commence on August 1, 2025 and end on July 31, 2026, unless sooner terminated as provided in this Agreement.
- 3.2 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 written notice to the other party.
- 3.3 If the BOARD wishes to renew this Agreement, notice must be provided to LAMAR by July 15, 2026, and renewal will be considered by LAMAR.

SECTION IV

SERVICES PROVIDED BY LAMAR

- 4.1 Services to be provided by LAMAR under this Agreement will be provided with local, state, and federal funds available to provide services to participating children and youth, such as funds made available under title I of the Workforce Innovation and Opportunity Act, and career and technical education funds; received by LAMAR, Special funds specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility will also be utilized. LAMAR will utilize Title I, Part D, Subpart 2 funds to fulfill the requirements of the federal government, including:
 - Carrying out high quality education programs to prepare children and youth for secondary school completion, training, employment, or further education; and
 - Providing activities to facilitate the transition of these children and youth from the correctional program to further education or employment.
- 4.2 LAMAR personnel will review available student education records and any available assessment records so that the appropriate educational services may be provided.

- 4.3 Upon the child's or youth's entry into the correctional facility, LAMAR will work with the child's or youth's family members and the school district that most recently provided services to the child or youth (if applicable) to ensure that the relevant and appropriate academic records and plans regarding the continuation of educational services for such child or youth are shared jointly between the correctional facility and school district in order to facilitate the transition of such children and youth between the school district and the correctional facility.
- 4.4 Only the following LAMAR personnel will be involved in the provision of educational services at the Fort Bend County Juvenile Detention Facility:
- A. Teachers
 - B. Teacher's Aide
 - C. Special Counselors
 - D. Educational Diagnosticians
 - E. (Instructional Specialists) Program Supervisors
 - F. (Special Programs and Projects Director) Special Education Director
- 4.5 Prior to providing educational services to a special education or limited English proficient (LEP) student, LAMAR personnel must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent. It is understood and agreed by all parties that LAMAR will provide educational services to eligible children who are special education students. 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 LAMAR CISD. If a child or youth is identified as in need of special education services while in the correctional facility, the local school of the child or youth will be notified by Lamar CISD.
- 4.5 In providing educational services, LAMAR will use District textbooks, materials, and assignments, unless they are provided by the home school for short-term placements.
- 4.6 LAMAR will provide five (5) teachers for the regularly scheduled school day. LAMAR will ensure that all staff funded with Title I, Part D, Subpart 2 possess the appropriate state certification.
- 4,07 LAMAR will provide training to LAMAR personnel so that the student's behavior is managed appropriately, and crisis can be prevented.
- 4.8 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.
- 4.9 LAMAR personnel will cooperate with BOARD personnel in dealing with behavior and discipline matters.
- 4.10 LAMAR personnel will communicate with the student's home school to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.
- 4.11 LAMAR personnel will ensure that educational programs in the correctional facility are related to assisting students to meet the challenging State academic standards.

- 4.12 To the extent possible, LAMAR personnel will use technology to assist in coordinating educational programs between the correctional facility and the community school.
- 4.13 LAMAR personnel will provide support programs that encourage children and youth who have dropped out of school to reenter school and attain a regular high school diploma once their term at the correctional facility has been completed or provide such children and youth with the skills necessary to gain employment or seek a regular high school diploma.
- 4.14 Where feasible, LAMAR personnel will involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities.
- 4.15 If applicable, LAMAR personnel will coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs.
- 4.16 If appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.
- 4.17 LAMAR agrees to provide an additional Instructional Support Para-Professional to support Special Education, Section 504, ESL, LEP, and other educational needs within the Fort Bend County Juvenile Detention Facility.
- 4.18 The parties agree that the standard district compensation and benefits for the personnel services indicated will not exceed forty thousand dollars (\$40,000).
- 4.19 The parties agree the terms and conditions of the Agreement including any addenda or amendments, not modified herein shall remain in full force and effect for the term of the Agreement.

SECTION V

RESPONSIBILITIES OF THE BOARD

- 5.1 The BOARD, acting by and through its Chief Juvenile Probation Officer, will secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement, in a timely fashion.
- 5.2 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide responsible BOARD personnel in the following order:
 - A. Student's Probation Officer
 - B. Director of Detention
 - C. Chief Juvenile Probation Officer
- 5.3 The BOARD, acting by and through its Chief Juvenile Probation Officer, will secure necessary parent/guardian consent, 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 children 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 student in accordance with state time lines.

- 5.4 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for students and LAMAR personnel as follows:
- A. Minimum of one (1) juvenile supervision officer present at all times.
 - B. Class will take place in the classrooms.
- 5.5 The BOARD, acting by and through its Director of Detention, will provide for student movement to and from classes in accordance with mutually agreeable schedule.
- 5.6 The BOARD, acting by and through its Director of Detention, will designate staff members to provide support to LAMAR personnel should crisis intervention be required at the Facility.
- 5.7 To the extent possible, the BOARD, acting by and through its Director of Detention, will develop daily schedules/activities so that interruptions to the child's education are kept at a minimum.
- 5.8 The BOARD, acting by and through its Chief Juvenile Probation Officer, will facilitate obtaining textbooks and assignments when appropriate from the home school and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.
- 5.9 If a student is to remain in detention after their detention hearing, the Chief Juvenile Probation Officer or representative will notify LAMAR personnel so necessary District enrollment can take place.
- 5.10 Academics and classroom discipline will be the responsibility of the teacher in accordance with Lamar CISD classroom rules and regulations. Detention Staff, at the request of the teacher, will remove those students not complying with classroom rules.
- 5.11 The BOARD agrees to provide LAMAR funding in the amount not to exceed forty thousand dollars (\$40,000) for the actual personnel cost of an additional Instructional Support Para-Professional.

SECTION VI

DATA PRIVACY

- 6.1 The use or disclosure by any party of information concerning an eligible child 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 child and/or his or her parents or guardian, or his or her attorney.
- 6.2 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 VII

ASSIGNMENTS

- 7.01 This Agreement is not assignable by any party.

SECTION VIII

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

- 8.1 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 so as 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.
- 8.2 It is agreed by the parties that at all times and for all purposes hereunder the BOARD is not an employee(s) 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.
- 8.3 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners 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 IX

SEVERABILITY

- 9.01 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 X

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

- 10.01 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.

SECTION XI

SERVICES NOT PROVIDED FOR

- 11.1 No claim for services furnished by LAMAR, not specifically provided in this Agreement, will be allowed by BOARD, nor shall LAMAR do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.
- 11.2 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

COMPLIANCE WITH LAWS AND REGULATIONS

- 12.01 In providing all services pursuant to 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. 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 to the other party.

SECTION XIII

NOTICE

- 13.01 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

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

FORT BEND COUNTY JUVENILE BOARD

By: _____

Honorable Toni Wallace, Juvenile Board Chair

Date: _____

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

Dr. Roosevelt Nivens, Superintendent

Date: _____

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available not to exceed the amount of \$40,000 to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

Ed Sturdivant, Fort Bend County Auditor