

**TAYLOR COUNTY LEARNING CENTER
(JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM)**

(August 2009-July 2010)

Taylor County, Texas has a population greater than 125,000 and therefore, the **Taylor County Juvenile Board (hereinafter "Juvenile Board")** and the **Wylie Independent School District located within Taylor County (hereinafter "Parties")** adopt this memorandum of understanding to operate a Juvenile Justice Alternative Education Program at the **Taylor County Learning Center (hereinafter the "TCLC")** in compliance with the Texas Education Code ("TEC"), Section 37.011.

The **Parties** agree that the **TCLC** is a cooperative effort between the educational community and the juvenile justice system with primary goals of the **TCLC** being education, discipline, rehabilitation, and progress toward grade level performance. The **TCLC** utilizes an alternative classroom site, which allows continued education despite on campus law violations. The **TCLC** balances the educational needs of students with the necessity of maintaining supervision in the community by isolating and educating the few students whose behavior demands much time and distracts other students. The **TCLC** encompasses all school districts located in whole or in part in Taylor County and is for residents of Taylor County only.

Administration of the Taylor County Learning Center

In consideration of mutual covenants, the **Parties** agree as follows:

1. The development and daily administration of the education program will be conducted by the **Taylor County Juvenile Probation Department (hereinafter "the Department")** in compliance with Texas Juvenile Probation Commission (TJPC) standards, the Texas Education Code, and in cooperation with all school districts located within Taylor County.
2. The **Department** will operate the Educational Program for the benefit of any school districts located in whole or in part in Taylor County, Texas, for students who reside in the county and who are or were, when expelled, enrolled in a school district located in whole or in part in Taylor County. Space permitting, **School Districts** not located in whole in Taylor County may refer students to the **TCLC** according to the Admission procedures set out in this MOU. The Department will provide:
 - A. All fiscal requirements;
 - B. Selection, training, supervision and evaluation for all personnel in the **TCLC**;
 - C. Acquisition of educational materials; and,
 - D. Supervision, structure and academic instruction as required by TJPC standards.

3. The **Wylie Independent School District** with student(s) placed under discretionary expulsion and enrolled in **TCLC** will be charged the base rate of \$90.00 per regular education student per day of attendance and \$100.00 per special education student per day of attendance. During the period for which this Memorandum of Understanding (hereinafter "MOU") remains in effect, the **TCLC** shall charge and invoice the **Wylie Independent School District** no later than 15 days from the last day of the month for which payment is being requested.
4. Should the **Wylie Independent School District** and/or the **TCLC** close due to disaster, flood, extreme weather conditions or other calamity, the **Wylie Independent School District** will seek reimbursement from the **Texas Education Agency** for missed attendance days and **Wylie Independent School District** will pay the **TCLC** for all missed attendance days for discretionary students.
5. The **Wylie Independent School District** will pay the invoiced amount to Taylor County.
6. All funds paid to Taylor County under terms of this agreement will be expended on the **TCLC**.
7. Taylor County will provide staff as follows:
 - A. A minimum of two State Certified Teachers and an Educational Director and additional Teachers sufficient to meet the state criteria of 1 teacher to 24 students (1-16 preferred);
 - B. Adequate supervision staff;
 - C. Para-educator(s) to assist students in daily academic instruction;
 - D. A caseworker for at least each 44 students (1 to 25 preferred);
 - E. A nurse, as required, will be provided through arrangements with Wylie Independent School District on a shared basis;
 - F. Administrative staff to ensure program compliance.
8. The **Taylor County Learning Center** will serve students who have been charged and expelled under 37.007, Texas Education Code, Expulsion for Serious Offenses as follows:

A. Mandatory Expulsion Law: A student shall be expelled from a school if the student, on school property or while attending a school-sponsored or school-related activity on or off school property commits any of the following offenses:

- a. Uses, exhibits, or possesses:
 - A firearm as defined by Section 46.01 (3), Penal Code;
 - An illegal knife as defined by Section 46.01 (6), Penal Code, or by local policy;
 - A club as defined by Section 46.01 (1), Penal Code, or
 - A weapon listed as a prohibited weapon under Section 45.05, Penal Code;

- b. Engages in conduct that contains the elements of the offense of:
- Aggravated assault under Section 22.02, Penal Code, sexual assault under Section A. 22.011, Penal Code or aggravated sexual assault under Section 22.021, Penal Code;
 - Arson under Section 28.02, Penal Code;
 - Murder under Section 19.02, Penal Code; capital murder under Section 19.03, Penal Code, or criminal attempt, under Section 15.01, Penal Code, to commit murder or capital murder.
 - Indecency with a child under Section 21.11, Penal Code;
 - Aggravated kidnapping under Section 20.04, Penal Code;
 - Aggravated robbery under Section 29.03, Penal Code;
 - Manslaughter under Section 19.04, Penal Code; or
 - Criminally negligent homicide under Section 19.05, Penal Code; or
- c. Engages in conduct specified by section 37.006 (a)(2)(c) or (d), if the conduct is punishable as a felony.

However, if a student is expelled from the ISD for committing a mandatory expulsion offense and as outlined in the Texas Family Code Section 52.041 (d)(1)(2)(3)(4)(5) and one or more of the following occurs:

- A determination is made under Family Code Section 53.01 that the person referred to juvenile court was not a child as that term is defined by Family Code Section 51.02(2);
- A determination was made that no probable cause existed to believe the child engaged in delinquent conduct or conduct indicating a need for supervision;
- A determination is made that no deferred prosecution or formal court proceedings will be initiated against the child;
- The court or the jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or
- The child was adjudicated but no disposition was or will be ordered by the court;

Then the student must be readmitted to the ISD and in accordance with the requirements of this MOU.

Students expelled under mandatory expulsion offenses may be 17 years of age or older (under the compulsory attendance requirements) and out of jurisdiction of the juvenile court. These students must still be served by the JJAEP.

B. Discretionary Expulsions – Offense Related:

The TCLC will also serve a student who has been expelled for the following offenses while on school property or school related activity on or off school property.

A student may be expelled if the student:

- a. Uses, exhibits, or possesses:
 - Firearm as defined by Section 46.01(3), Penal Code;
 - An illegal knife as defined by Section 46.01(6), Penal Code, or by local policy;
 - A club as defined by Section 46.01(1), Penal Code; or
 - A weapon listed as a prohibited weapon under Section 46.05, Penal Code;
- b. Engages in conduct that contains the elements of the offense of:
 - Aggravated assault under Section 22.02, Penal Code, sexual assault under Section 22.011, Penal Code, or aggravated sexual assault under Section 22.011, Penal Code, or aggravated sexual assault under Section 22.021, Penal Code;
 - Arson under Section 28.02, Penal Code;
 - Murder under Section 19.02, Penal Code, Capital murder under Section 19.03, Penal Code, or criminal attempt, under Section 15.01, Penal Code, to commit murder or capital murder;
 - Indecency with a child under Section 21.11, Penal Code;
 - Aggravated kidnapping under Section 20.04, Penal Code;
 - Aggravated robbery under Section 2903, Penal Code;
 - Manslaughter under Section 19.04, Penal Code; or
 - Criminally negligent homicide under Section 19.05, Penal Code; or
- c. Engages in conduct involving a public school that contains the elements of the offense of false alarm or report under Section 42.06, Penal Code, or terroristic threat under Section 22.07, Penal Code;
- d. Engages in conduct involving:
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of any amount of:
 - Marijuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801, et seq.;
 - A dangerous drug, as defined by Chapter 483, Health and Safety Code; or
 - An alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code;
 - Engages in conduct that contains the elements of an offense relating to abusable glue or aerosol paint under Sections 485.031 through 485.035, Health and Safety Code, or relating to volatile chemicals under Chapter 484, Health and Safety Code; or
- e. Engages in conduct that contains the elements of an offense under Section 22.01(a)(1), Penal Code, against a school district employee or a volunteer as defined by Section 22.053.
- f. Engages in conduct with elements of any Title 5 Felony offense regardless of where the offense occurred (including on or off school campus, not school related event)

However, if a student is expelled from the ISD under the discretionary offense provision and as outlined in the Texas Family Code Section 52.041 (d)(1)(2)(3)(4)(5) and one or more of the following occurs:

- A determination is made under Family Code Section 53.01 that the person referred to juvenile court was not a child as that term is defined by Family Code Section 51.02(2);
- A determination was made that no probable cause existed to believe the child engaged in delinquent conduct or conduct indicating a need for supervision;
- A determination is made that no deferred prosecution or formal court proceedings will be initiated against the child;
- The court or the jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or
- The child was adjudicated but no disposition was or will be ordered by the court,

Then the student must be readmitted to the ISD and in accordance with the requirements of this MOU.

Students expelled under discretionary expulsion offenses must be under 17 years of age and under the jurisdiction of the juvenile court.

C. Discretionary Expulsions – Serious and Persistent Misbehavior:

The TCLC will also serve a student who may be expelled if the student while placed in an Alternative Education Program (D.A.E.P.) for disciplinary reasons continues to engage in repeated serious or persistent misbehavior. Persistent misbehavior is defined as five or more violations of the district's Student Code of Conduct in general or repeated occurrences of the same violation as defined by Chapter 37.007(c), Texas Education Code. Truancy and dress code violations are not considered persistent misbehavior.

Students expelled under discretionary expulsion for serious and persistent misbehavior must be 11 years of age or over and be enrolled in the sixth grade or higher. Students expelled under discretionary expulsion for serious and persistent misbehavior must be under 17 years of age. Special education students expelled under discretionary expulsion for serious and persistent misbehavior shall not have a handicapping condition of mental retardation and/or emotional disturbance.

D. Removal of Registered Sex Offenders:

The TCLC will also serve a student who has been ordered by the court to register as a sex offender. This student may only be removed once per offense for a minimum of one semester (90 days). At the completion of one semester the school districts board of trustees shall convene a committee to review the student's placement. This committee shall be made up of a classroom teacher from which the student would be assigned if in the regular classroom, student's parole or probation officer or other representative of the juvenile probation department, instructor from the alternative education program student is assigned, school district designee selected by the board of trustees, and a counselor employed by the school district. The committee by majority vote shall determine and

recommend to the school board whether the student should be returned to the regular classroom. The committee shall use the following to determine the student's placement:

- a. Does the student's presence threaten the safety of the other students or teacher;
- b. Will the student's placement be detrimental to the educational process;
- c. Or is this placement in the best interests of the district's students?

Once presented to the board of trustees, if using the above guidelines may overrule the committee. If the recommendation is for the student to remain in JJAEP, the board before the beginning of each school year will meet to review the students' placement.

If a registered sex offender is removed from **Wylie Independent School District** and placed at the **TCLC**, payment will be made as a discretionary expulsion.

The Parties agree to comply with the following admission procedures. The steps are mandatory for a student's admission into the **TCLC**.

A. School District:

1. Notification of the expulsion hearing shall be given to the **TCLC** with 48-hour prior notice of an expulsion hearing being set. Notification shall be hand delivered or via Fax or by telephone call.
2. A representative of the **Wylie Independent School District** shall deliver to the **TCLC** a copy of the order expelling a student, student academic transcript including discipline records, a TAKS Summary Sheet, immunization records, withdrawal grades, home language survey, copy of birth certificate and social security card, and all special education documentation including: all Admission Release Dismissal (ARD) reports within the last calendar year, prior to expulsion, and IEP per Chapter 37.004 of the Texas Education Code. Such delivery shall be made no later than the day of the expulsion hearing.
3. The **Wylie Independent School District** will give notice of ARD committee meeting to the **TCLC** and a **Department** representative will be allowed to attend the ARD.
4. The **Wylie Independent School District** will determine responsibility for transportation of students to and from the **TCLC** each day the **TCLC** is in session. If a child is a discipline problem to the extent he/she is ineligible for bus transportation, the parent will assume the responsibility for transportation to and from the **TCLC**.
5. The **Wylie Independent School District** shall provide special education students with the same level of educational services as have been mandated by ARD at any time within the previous semester of school,

including but not limited to aides, interpreters, ancillary curriculum, classroom modifications, speech therapy and tutors.

6. At such time as a child moves into the county who has been expelled from another public school, the **Wylie Independent School District** into whose area the child has moved will determine whether to uphold such expulsion. In such cases, if the **Wylie Independent School District** upholds the expulsion, the child will be admitted to the **TCLC** on the same terms and conditions as other students.
7. Expulsion to the **TCLC** will be for a minimum of thirty (30) program days unless otherwise agreed between the sending school and the **Taylor County Juvenile Probation Department**.
8. Expulsion to the **TCLC** will be limited to not more than ninety (90) days for students expelled for serious or persistent misbehavior or any discretionary offense that violates the district's Student Code of Conduct as defined by Chapter 37.007(c), Texas Education Code.

B. Taylor County Juvenile Probation Department:

1. Upon notification to the **Department** of a scheduled expulsion hearing, the **Department** will assign a **Department Representative** to be present at the hearing. If the child is expelled, the **Department Representative** will inform the juvenile and the parents of action to be taken by the **Department**.
2. If the student is already under court supervision, the Juvenile Court will decide whether to amend the conditions of probation or incorporate attendance to the **TCLC** as a condition of release from detention.
3. If the student is not under prior court supervision, the Court Officer may refer the case to the Juvenile Prosecutor who will give prompt notice of the deferred prosecution or file a petition alleging the student is in need of supervision or has engaged in delinquent conduct. If a petition is filed, the Juvenile Prosecutor may recommend, with the disposition order, an order to participate in the **TCLC**.
4. The **TCLC** shall make available tours of the **TCLC** facility for those youth deemed appropriate by the Alternative Education Program (AEP). These youth will be those who are considered "at risk" of being expelled from the AEP.

C. Joint Efforts to Control Student Population:

In order to meet and remain in compliance with state standards, the overall student population must be forty-four (44) students or less. It is in all parties'

best interest to cooperate to keep the student population below forty-four (44) students. If the overall student population reaches forty-four (44), the **TCLC** and the **Wylie Independent School District** will cooperate to return students to referring districts as needed.

The **Parties** agree that each student will be bound to the **TCLC Student Code of Conduct** that outlines expectations and disciplinary actions for violations.

This Agreement shall remain in effect for the duration of the 2009-2010 school year, including summer school.

The **Parties** agree to meet as necessary to discuss the progress of the **TCLC** and revise this agreement to address any needs.

The **Wylie Independent School District** will adopt a student code of conduct in accordance with the Texas Education Code and, in particular, the School District's definition of persistent misconduct or what constitutes the same.

The **TCLC** will operate a minimum of seven (7) hours per day and no less than one hundred eighty (180) days per year unless permission for waiver of this requirement is obtained from the appropriate state agency. The students will adhere to the **TCLC** holiday schedule and bad weather days. The school district will notify the **JJAEP** of any waivers filed and all updates on the status of the waivers. In the case of emergency closures, the school district will notify the **JJAEP** Facility Administrator. Current plans are for classes to start at 8:00 a.m. and end at 3:00 p.m. Classes will begin on August 24, 2009.

The Juvenile Board shall develop, adopt and enforce written operational policies and procedures for the **TCLC** that will conform to the Texas Juvenile Probation Commission's standards for Juvenile Justice Alternative Education Programs (**JJAEPs**).

Taylor County Learning Center will offer the following high school courses within the four basic core subjects:

ENGLISH LANGUAGE ARTS

English I
English II
English III
English IV

SOCIAL STUDIES

World Geography
World History
U. S. History
U. S. Government

SCIENCE

Integrated Physics and Chemistry

Biology

MATHEMATICS

Math Models

Math with Money

Algebra I

Geometry

Algebra II

Consumer Math

For graduating seniors, **TCLC** will provide additional curriculum to meet the Minimum Graduation Plan. The home school campus will provide assistance in any extra areas of curriculum and be responsible for all necessary textbooks, scope and sequence of assignments and any other support services necessary for completion of the course. For graduating seniors only, courses in Health, Economics, Communications Applications, Physical Education, and Technology Applications will be made available.

In addition, academic elective courses will be offered, if needed, to the senior student. These elective courses could include, but not be limited to, Chemistry, Physics, World Geography, Creative Writing, and Business Communication. The **TCLC** will also offer a high school equivalency program (GED) and a self-discipline program to include drug awareness/prevention, anger management, and life skills.

This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified except by the mutual written agreement of the Parties hereto.

This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations created hereunder shall be performable in Taylor County, Texas.

Any notice provided for under the terms of this Agreement by either Party to the other shall be in writing and delivered by registered or certified mail, return receipt requested, properly addressed to the entity or by securing a receipt from the receiving party for the notice.

Notices for which time is of the essence may be made by fax, by e-mail, or by telephone with the prior consent of the person being notified. Any Party may change the address to which notice may be sent to that Party by giving notice of such change to the other Parties in accordance with the provisions of this Agreement.

The individuals executing the Agreement on behalf of the respective Parties below represented to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so on behalf of the Party for which his/her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing

this Agreement and that each individual affixing his/her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

This Agreement shall refer to and be binding upon the herein listed entities and their successors and assigns. All participants in expulsion hearings are required to follow the guidelines established by the Memorandum of Understanding (MOU).

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes.

Approved by the **Taylor County Commissioners Court** on the _____ day of _____
_____ 2009.

George A. Newman
Taylor County Judge

Approved by the **Taylor County Juvenile Board** on the _____ day of _____
_____ 2009.

Judge Aleta Hacker
Juvenile Board Chairman

Approved by the **Wylie Independent School District** on the _____ day of _____
_____ 2009.

Authorized Agent