

MEMORANDUM OF UNDERSTANDING ("MOU")

This Memorandum of Understanding ("MOU") is entered into pursuant to Chapter 37 of the Texas Education Code ("Code") by and between the Independent School Districts of Denton County (i.e., 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) ("ISDs") and the Denton County Juvenile Justice Alternative Education Program ("DCJJAEP") as the agent for the Juvenile Board of Denton County, Texas ("Juvenile Board"), of Denton County, Texas ("County").

WHEREAS Denton County, Texas has a population greater than 125,000 and the Juvenile Board has been mandated by Education Code Section 37.011 to develop a Juvenile Justice Alternative Education Program ("JJAEP") subject to the approval of the Texas Juvenile Probation Commission ("TJPC"); and,

WHEREAS the ISDs are in located in whole or in part within Denton County; and

WHEREAS the ISDs have been mandated by the Code 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 Education Code Sec. 37.007 (b), (c), and (f); Education Code Sec 37.0081; Education Code 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 State of Texas has directed that Juvenile Courts punish and rehabilitate juvenile offenders; and,

WHEREAS, the parties hereto agree that the JJAEP is a cooperative effort between the educational community and the juvenile justice system with primary goals of the program being 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

1.1. The daily administration for the DCJJAEP will be conducted by the Denton County Juvenile Probation Department ("Probation Department") under the direction of the Chief Juvenile Probation Officer. The Probation Department shall conform the DCJJAEP to the standards and guidelines of the Texas Juvenile Probation Commission. Furthermore, the probation Department shall be responsible for, and maintain, all reports, data, assessments, etc. necessary to permit and allow compliance, as necessary where necessary, with the Code, including, but not limited to, Chapters 39 and 42 of the Code.

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

2.1. The parties to this MOU acknowledge that the Code §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 Denton County Juvenile Justice Alternative Education Program ("DCJJAEP") provide an educational program to all expelled students.

2.2. Students who are expelled from a Denton County school district will be afforded the appropriate due process within the respective Independent School District ("ISD") as provided by school district policy and federal and state law.

2.3. As the ISDs have, or will have, "elected" to contract with the DCJJAEP, as the agent for/of DCJB, pursuant to Code §37.011(p), for the placement of students expelled under Code §37.007(b), (c), and (f), §37.0081; §37.309; any student, under the age of 18 years of age, who has been expelled from an ISD may be placed in, or ordered or required to attend, the DCJJAEP.

2.4. Every student who has been expelled from an ISD as a mandatory expulsion (i.e., pursuant to Code § 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 M.O.U., may be placed in, or ordered or required to attend, the DCJJAEP by the appropriate ISD, juvenile court, district court, statutory county criminal court, county prosecutor, and/or probation department -- regardless of the final disposition of the case by a juvenile court, district court, statutory county criminal court, or county prosecutor. After the expelling ISD has received notice under Tex. Fam. Code § 52.041(d), placement in the DCJJAEP shall continue as set out in the expelling ISD's expulsion order; however the expelling ISD shall review, and may reconsider, its expulsion decision.

2.5. Every student, under the age of 18 years of age, who has been expelled from an ISD as a discretionary expulsion (i.e., pursuant to Code § 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 M.O.U., may be placed in, or ordered or required to attend the DCJJAEP by the appropriate ISD, juvenile court, district court, statutory county criminal court, county prosecutor, and/or probation department -- regardless of the final disposition of the case by a juvenile court, district court, statutory county criminal court, or county prosecutor. After the expelling ISD has received notice under Tex. Fam. Code § 52.041(d), placement in the DCJJAEP 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.

2.6. The DCJJAEP 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 DCJJAEP 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 DCJJAEP, pending resolution of any I.S.D. disciplinary action, including any expulsion hearings.

2.7. It is the intent of the parties hereto that, for each expelled student who is placed in the DCJJAEP, the term of such placement will be coterminous with the term of the student's expulsion from school. Students must remain in the DCJJAEP for the full period ordered by the juvenile court unless the student's school district agrees to accept the student before the date ordered by the juvenile court. The juvenile court shall consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, or such conditions required by the prosecutor or probation department, and if the student meets the requirements of admission into the public schools established by law, the school district in which the student resides shall readmit the student, but may assign such student to the school district alternative education program or other program.

2.8. In order to avoid undue disruption in the educational process of students attending the DCJJAEP under this MOU, in assigning a term of expulsion, 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. Additionally, the expelling ISD shall draft the expulsion order to provide a termination date that will permit the student to re-enter the expelling ISD at the beginning of a grading period. A term or placement, except for a term or placement based upon Code §37.007(e), may be commuted or reduced, by agreement of the DCJJAEP and the ISD, if the student serving same has not violated, and is in compliance with, the rules and regulations of the DCJJAEP. This section is in acknowledgment of the academic mission and obligation for rehabilitation shouldered by the DCJJAEP, and it is in further recognition of the substantial contribution of resources to the JJAEP program by the DCJJAEP including facilities, computer hardware and software, personnel, training, etc.

2.9. 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 DCJJAEP 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, assuming that the student has successfully completed his term of expulsion.

2.10. Administrators of the ISD and the DCJJAEP may agree on deviations from the minimum and maximum length of stay(s) or placements on a case by case basis.

2.11. A student's grievances about the DCJJAEP shall first be addressed to the DCJJAEP Program Director. In the event that the student is not satisfied with the DCJJAEP Program Director's resolution of the grievance, then the student shall address, direct and state, in writing, his grievance to a grievance committee comprised of five members. The grievance committee

shall consist of two members from the Juvenile Board, or their designees, and three members from the expelling ISD's Board of Trustees, or their designees. Written notice of the grievance shall be delivered to the chairperson of the Juvenile Board who shall notify the expelling ISD's superintendent within three business days of receipt and shall schedule a date and time for hearing the grievance, preferably within 10 business days of receiving the grievance. The decision of the grievance committee is final.

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 DCJJAEP at 8:00 a.m. on the first DCJJAEP school day following the student's expulsion and FAX a copy of this notice to the DCJJAEP. Any parent or guardian and child who are at the expulsion hearing shall sign the notice before it is transmitted to the DCJJAEP.

2.13. The ISDs shall use best efforts to assist the Juvenile Court in placing all expellees under court orders requiring or mandating attendance in the DCJJAEP.

III. PAYMENT

3.1. **DAILY RATE** -- The daily rate of eighty-nine and no/100's (\$89.00) dollars per student per day in attendance will be charged for each discretionary expulsion (i.e., Code §37.007(b), (c), or (f); §37.0081; §37.309) student enrolled in the DCJJAEP. The DCJJAEP shall charge and invoice the ISD's no later than the fifth (5th) 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 Juvenile Probation Department, 210 S. Woodrow Lane, Denton, Texas 76205. Because TJPC will pay for mandatory expulsions 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 Tex. Penal Code offense. Notwithstanding anything set out herein, the ISD's shall not be charged, billed, or invoiced for students attending the DCJJAEP as a result of a mandatory expulsion if a complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense.

IV. SPECIAL SERVICES

4.1. The DCJB and the ISDs shall cooperate in the provision of special services to students placed in the DCJJAEP. In the event a student is placed in the DCJJAEP who has not been identified by the ISD from which the student was expelled as being eligible for special education services, and the DCJJAEP staff believe such student may be eligible to receive such services the DCJJAEP 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 DCJJAEP 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.

4.2. In an effort to foster cooperation between the Parties, the ISDs will invite a representative of the DCJJAEP to participate in any ISD's Admission, Review and Dismissal Committee ("ARD") meetings where expulsion would be considered or reviewing or modifying the program of a student in the DCJJAEP. The ISDs will be responsible for scheduling and sending notices of ARD meetings during the period of expulsion and for including DCJJAEP representatives at ARD meetings.

V. GENERAL CONDITIONS

5.1. **TRANSPORTATION.** When possible, transportation to and from the DCJJAEP shall be the responsibility of the students' parents; however, in the event a student's family does not own, or have access to, an operational motor vehicle, then the ISD in which the student resides shall provide transportation services for students attending the DCJJAEP.

5.2. The day to day operation of the DCJJAEP will conform to the calendar for Lewisville ISD for the fall and spring semesters. The calendar for any summer session will be set within Texas Juvenile Probation Commission guidelines.

5.3. 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 DCJJAEP is under an obligation to replicate a student's pre-expulsion course of study.

5.4. While a student is attending the DCJJAEP, that student may not participate in any school district extracurricular activity or attend any school district extracurricular activity.

5.5. Parents of students attending the DCJJAEP will receive notice of a child's academic progress at a minimum of every 120 school days.

5.6. Notwithstanding Texas Education Code Chapter 26, the DCJJAEP may monitor student activities by technological means, including video and/or audio methods and metal detectors. The DCJJAEP will provide a notice and release for such monitoring to the student and the student's parents.

5.7. The ISDs will use best efforts to provide a conference area for the temporary and occasional use of Denton County Juvenile Probation officers at the ISD's AEPs and also receive juvenile probation services, which services do not include functioning as a disciplinarian or surrogate parent.

5.8. The Denton County DCJJAEP will receive a DCJJAEP student from another county when payment, enrollment, and probationary terms have been arranged

5.9. No later than the 30th day after the end of the school year, the Denton County Probation Department will present a program summary to the Denton County Independent School Districts.

5.10. This MOU can be modified only in writing by the Juvenile Board and the ISDs and at such a time as the parties may deem appropriate. Such modifications may be in response to a

change in law, a change in circumstances, or for any other reason. However, the ISD's administrators and the DCJJAEP administrators may agree on deviations for any requirement on a case by case basis.

5.11. If a dispute arises about this MOU, the parties agree to make a good faith effort to resolve the dispute amicably.

5.12. In accordance with Tex. Educ. Code § 37.011(1), the ISDs shall provide educational services to a student after expulsion for criminal activity and until an order of a court requiring the student to attend DCJJAEP unless the student is in a placement or the student becomes 18 years old. If a student is expelled for non-criminal behavior, not otherwise addressed herein, the school district shall provide educational services for the student.

5.13. In conformance with Tex. Educ. Code § 37.011(k)(5), the Juvenile Board will direct the Department to establish and provide services while the student attends the DCJJAEP for transitioning DCJJAEP students back to the school district. The transition plan shall include consultation between appropriate I.S.D. personnel and DCJJAEP personnel. To assist in the transition process the DCJJAEP may offer in-service training to I.S.D. staff.

5.14. In conformance with Tex. Educ. Code § 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 school district shall accompany the student to the DCJJAEP and be provided by the school district at the DCJJAEP.

VI. STUDENT CODES OF CONDUCT

6.1. The DCJJAEP will be created and operated pursuant to Chapter 37 of the Code and this MOU. 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.

6.2. The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which youth will be eligible for expulsion from the school setting and placement in the DCJJAEP. Each ISD agrees to adopt, as part of its Student Code of Conduct, the following definitions of "serious" and "persistent" misbehavior that may result in expulsion from the school district's alternative education program under Tex. Educ. Code §37.007(c):

- 6.3. "Serious misbehavior" shall include, but not be limited to, the following offenses:
- A. Vandalism;
 - B. Robbery or theft;
 - C. Extortion, coercion, or blackmail;
 - D. Aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities;
 - E. Hazing;
 - F. Insubordination;
 - G. Profanity, vulgar language, or obscene gestures directed toward teachers or other school employees;
 - H. Fighting, committing physical abuse, or threatening physical abuse;
 - I. Possession or distribution of pornographic materials;

- J. Leaving school grounds without permission;
- K. Making or assisting in making threats, including threats against individuals and bomb threats;
- L. Sexual harassment of a student or District employee;
- M. Possession of or conspiring to possess any explosive or explosive device;
- N. Falsification of records, passes, or other school-related documents;
- O. Refusal to accept discipline management techniques proposed by the teacher or principal;
- P. Assault of a teacher or other individual.

6.4. “Persistent misbehavior” shall include, but not be limited to:

- A. Two or more violations of the Student Code of Conduct in general;
- B. Repeated (i.e., two or more) occurrences of the same violation; or
- C. Repeated (i.e., two or more) disruptions of the classroom/educational environment.

The notice of expulsion shall include the number of Student Code of Conduct violations.

6.5 A student may be subject to discretionary expulsion (Code §37.007(c) for “serious” misbehavior only if the student is already in a school district alternative education program, and engages in, or continues to engage in misbehavior. A student may be subject to discretionary expulsion for “persistent” misbehavior only if the student is already in a school district alternative education program, and engages in, or continues to engage in conduct constituting “persistent” misbehavior on two or more occasions.

6.6 The DCJJAEP will develop an independent student code of conduct. An expulsion for violation of the DCJJAEP student code of conduct shall be treated as a Child in Need of Supervision arrest but shall not result in a return to the student’s home campus.

VII. ATTENDANCE

7.1. DCJJAEP 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 Code and 19 TEX. ADMIN. CODE Chapter 129. DCJJAEP shall provide the ISD’s with copies of the attendance records and reports generated by DCJJAEP’s attendance accounting system.

7.2. To facilitate attendance, the ISDs shall select, individually, a probation officer or an officer of the juvenile court to be the attendance officer for the ISDs. The individual to be appointed shall be identified by the juvenile court judge. The attendance officer shall have and exercise all of the powers set forth in Chapter 25 of the Code.

VIII. LANGUAGE SERVICES AND ASSESSMENTS

8.1 Each ISD shall bear the sole and exclusive responsibility for all matters related to the assessment and provision of Bilingual Education and Special Language Programs under Chapter 29 of the Code.

8.2 Each ISD shall bear the sole and exclusive responsibility for all matters related to the delivery and retrieval of TAKS testing materials of students from the ISD. The DCJJAEP shall bear the responsibility of testing students from each ISD placed in the DCJJAEP.

IX. TRANSITION SERVICES

9.1. DCJJAEP 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 DCJJAEP 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 Tex. Educ. Code §37.011(d), unless such persons mutually agree to waive such five-day notice period.

9.2. DCJJAEP shall provide to the ISD's a summative evaluation of the performance of each ISD'S students served by the DCJJAEP on an annual basis. All parties shall use their best efforts to work collaboratively to capture meaningful performance data, as well as follow-up information on students returning to the ISDs.

9.3. DCJJAEP shall make recommendation to the appropriate ISD liaison concerning the transition from the DCJJAEP to the school setting for each student. The transition plan shall be completed prior to the student's completion of the JJAEP placement.

9.4. The DCJJAEP shall provide, at its sole expense, the following services to the ISDs for students who are ordered into the regular classroom or school district alternative education program setting as a condition or term of probation: (1) case management services, (2) court liaison services, and (3) community supervision services. The specific parameters of such services shall be established between the DCJB and each ISD.

9.5. Each ISD agrees to review and consider utilizing the "Boys Town Behavior Model" in their AEPs.

X. DCJJAEP FACILITIES AND STAFFING

10.1. Facilities and staffing for the DCJJAEP shall be the sole responsibility of the DCJB and may be provided by the DCJB under separate agreement with a third-party provider on terms consistent with this Agreement.

XI. STUDENT AND JUVENILE RECORDS

11.1. 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 records on expelled students to the DCJJAEP.

11.2. 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

12.1. 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 DCJJAEP on and under the same terms and conditions set out herein.

XIII. MISCELLANEOUS

13.1 **SEVERABILITY**. In case any one or more of the provisions, articles, sections, etc., 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, section, etc., hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.2. **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.

13.3. **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.

13.4. **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.

13.6. **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 27th day of August, 2009.

Darlene Whitten
Chairman - Juvenile Board

Approved by the Denton ISD Board of Trustees on the _____ day of _____ 2009.

By: _____
President, Denton ISD Board of Trustees