

May 13, 2010

Waskom Independent School District  
Attn: Mr. Jimmy Cox  
P. O. Box 748  
Waskom TX 75692

Dear Mr. Jimmy Cox

Enclosed is a Memorandum of Understanding between the Harrison County STAR Boot Camp Program and the Waskom Independent School District for the 2010-2011 budget years.

Please execute enclosed agreement and return to our department. The agreement will be signed by the Harrison County Juvenile Board once received.

Sincerely,

A handwritten signature in cursive script that reads "Alana Williams".

Alana Williams  
Accounting Technician

## HARRISON COUNTY STAR BOOTCAMP PROGRAM

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is an inter-local agreement entered to be effective the **1st** day of **OCTOBER, 2010**, between Harrison County, Harrison County Juvenile Board and the following entities: **Waskom Independent School District, Elysian Fields Independent School District, Karnack Independent School District, Hallsville Independent School District, and Marshall Independent School District (ISD'S)**.

The purpose of the Harrison County STAR BOOTCAMP PROGRAM is to provide students with an opportunity to continue their studies, to develop self-discipline, to improve life skills, and where applicable, to prepare for re-entry into the regular school system. For those students who cannot return to regular school, efforts shall be made to teach basic academic skills, to encourage vocational study, to develop self-discipline. Efforts will be made by the STAR BOOTCAMP PROGRAM to work closely with each school district to follow class schedules and class assignments.

**NOW THEREFORE, BY THIS AGREEMENT IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTICIPANTS AS FOLLOWS:**

#### **STUDENT CODE OF CONDUCT**

1.1 Each ISD has developed a student Code of Conduct, to be approved by the Harrison County Juvenile Board, specifying the circumstances under which a student may be expelled from school as required by Texas Education Code 37.001. Each Student Code of Conduct incorporates by reference this Agreement. A copy of each ISD's Student Code of Conduct is attached hereto as "Attachment A".

1.2 With notice to the Harrison County Juvenile Board, each ISD may unilaterally amend the provisions of its respective Student Code of Conduct establishing standards for student conduct. Copies of all amendments to any Student Code of Conduct will be furnished by the respective ISD to the Harrison County Juvenile Board.

#### **GOVERNANCE OF STAR BOOT CAMP**

2.1 Composition of Governing Body The Star Boot Camp shall operate as a function of the Harrison County Juvenile Board, separate and apart from the other Participants to this Agreement. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than the Harrison County Juvenile Board.

2.2 Executive Committee Upon the effective date of this Agreement, there shall be created a nine (9) member Executive Committee, consisting of one (1) representative of each ISD, one (1) representative of the Harrison County Star Boot Camp, one (1) representative of Harrison County, one (1) representative of the Harrison County Juvenile Board and the Chief Juvenile Probation Officer. The Executive Committee exists solely to advise and assist the Harrison County Juvenile Board.

2.3 Meetings the Executive Committee shall hold regular meetings at such time and in such place or places as shall be determined by the Executive Committee.

2.4 Notice of Meetings Written notice of the regular meetings of the Executive Committee shall be mailed or delivered to each member not less than five (5) days prior to the date thereof. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called.

2.5 Duties The activities of the Executive Committee shall include, but not be limited to the following:

a. To review and recommend proposed written operating policies to the Harrison County Juvenile Board for approval by the Texas Juvenile Probation Commission pursuant to Texas Education Code 37.011 (g), to review the operations, policies, and procedures of the Star Boot Camp and to make advisory recommendations to the Harrison County Juvenile Board regarding such operations, policies, and procedures including suggested changes or amendments thereto;

b. To assist in an advisory capacity in the development of the annual operating budget for the administrative expenses incurred by Star Boot Camp, subject to the approval of the Harrison County Juvenile Board.

c. To facilitate coordination with the Participants to this Agreement on matters relating to the supervision, educational and rehabilitative services available for students and students assigned to the Star Boot Camp and the subsequent transition back into the school setting;

d. To review and assess each participants level of financial participation.

## **STUDENT ELIGIBILITY FOR PLACEMENT IN STAR BOOT CAMP**

3.1 Students, grades fifth through twelfth or age ten (10) through seventeen (17) may be required to attend the Star Boot Camp. Students who are currently on probation will be eligible for attendance. Students who are not on probation may be considered for enrollment at the request of their parents or legal guardians. Parents and legal guardians must sign a release before participation will be permitted.

## **FACILITIES AND STAFFING**

5.1 Students shall be provided an education through state adopted text books or, if available, text books from the individual school districts. Credit earned at the Marshall Independent School District shall be accepted by the participating school districts.

5.2 Equipment belonging to the individual school districts may be used from time to time on a temporary basis, but shall remain property of the supplying districts.

5.3 The Harrison County Juvenile Board or its designee shall be responsible for hiring and supervising Bootcamp staff.

5.4 Breakfast and lunch is furnished by the Marshall Independent School District.

## **TRANSPORTATION**

6.1 Transportation services for students attending the Star Boot Camp shall be provided under this Agreement by the parents of each student.

## **RELEASE OF STUDENT AND JUVENILE RECORDS**

7.1 The governing body of each Participant in this Agreement finds that in order to appropriately serve students receiving services under this Agreement, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interest of the student served. Any participant therefore agrees to release appropriate juvenile, educational, diagnostic treatment or other records as appropriate to permit the consistent provision of services to the student.

7.2 All students records discussed or reviewed by a juvenile court, Participant and/or Star Boot Camp specific to an individual student shall be considered confidential, and shall be shared only with the juvenile court, the student, the parent(s) or guardian(s) of the student, and those employees of the juvenile court, Participant or Star Boot Camp with legitimate educational interest in the student. Student educational records shall be transferred to the appropriate ISD upon dismissal of a student from the Star Boot Camp.

7.3 Attendance at the Star Boot Camp shall be recorded daily. Attendance and absences shall be reported to the student's home school district on a weekly basis.

#### **FUNDING FOR STAR BOOT CAMP AND FISCAL AGENT**

8.1 Base Rate **WASKOM** shall be requested to pay **\$2,223.00**. This amount is determined by the portion of the school age population in each district's jurisdiction. Payment of the amount permits the admission of **FIVE (5)** school district referral(s) to the STAR BOOTCAMP PROGRAM. Additional referrals will be on a space available basis.

8.2 Special Services: The ISD in which a student resides shall maintain the responsibility to provide educational services to eligible students under the Individuals with Disabilities Education Act. The Harrison County Juvenile Board shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The cost of any special services provided hereunder shall be borne by the Participant with the responsibility to provide the services.

The Harrison County Juvenile Board and the Star Boot Camp shall cooperate in the provision of special education services by the ISD's to students in the Star Boot Camp.

In an effort to continue cooperative understanding between the Participants, the ISD's will make reasonable efforts to invite a representative of the Star Boot Camp to participate in any ISD's Admission, Review and Dismissal Committee meetings placing a student in the Star Boot Camp or reviewing or modifying the program of a student in the Star Boot Camp.

8.3 Fiscal Agent Harrison County shall serve as the Fiscal Agent of the Harrison County Juvenile Board with respect to payments received for Star Boot Camp services in accordance with 37.012 of the Education Code and this Agreement. In its capacity as Fiscal Agent, Harrison County shall be responsible for receiving funds from the Harrison County Juvenile Board for the establishment and operation of the Star Boot Camp. All fees assessed to Participants will be deposited with the Harrison County Treasurer by **DECEMBER 31, 2010**. Harrison County will be responsible for accounting for these funds and maintaining records of all expenditures and receipts in accordance with state law.

## **EXPEDITED MAGISTRATE SYSTEM**

9.1 The expeditious hearing of all cases related to the Star Boot Camp by the juvenile court is crucial to the spirit and the letter of the Texas Legislature's changes in both the Education and the Juvenile Justice Codes. Accordingly, the following expedited procedures shall be applied to those cases concerning students referred from the school setting.

a. The ISD will notify the Harrison County Juvenile Services immediately by phone of any referral. Juvenile Services will in turn notify the STAR Boot Camp program.

b. Upon notification the ISD will require the eligible student to report the following day to the Star Boot Camp for Intake. Within ten (10) days the Juvenile Probation Officer will complete the Preliminary Investigation Report and make a recommendation on whether the student will be adjudicated or placed on Deferred Prosecution.

c. Each student who is in danger of expulsion for serious or persistent misconduct will be placed on Deferred Prosecution Probation.

d. Students begin school immediately following Intake to the Star Boot Camp and remain there until released by the ISD or the Juvenile Court.

## **TRANSITION TO THE SCHOOL SETTING**

10.1 The Harrison County Juvenile Board will provide the following services to the ISD's for students who are permitted into the regular classroom or school district alternative education setting as a condition or term of probation:

a. Supervision by a certified juvenile probation officer for the remaining period of probation, which will emphasize protection of the community, accountability and competency building.

b. Follow-up is made by the Star Boot Camp to verify the students compliance and attendance in the public schools.

## **TERM OF AGREEMENT**

11.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through **SEPTEMBER 30, 2011**. This Agreement shall be automatically renewed for an additional term of one (1) year on the same terms and conditions, unless one or more of the Participants hereto elects to terminate this Agreement by providing written notice to all other Participants hereto at least sixty (60) days prior to the expiration of the initial term, unless terminated sooner. This Agreement may be extended for additional terms of one (1) year upon the mutual consent of the Participants evidenced by an extension agreement entered into not later than thirty (30) days prior to the termination date of this Agreement, or any extension hereof.

11.2 In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

## **MISCELLANEOUS**

12.1 Records and Reporting Requirements Throughout the term of this Agreement, the Participants hereto agree to establish and maintain detailed records regarding the administration and operation of the Star Boot Camp, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

12.2 Legal Requirements The Participants agree to comply fully with all applicable federal, state and local statutes, ordinances, rules and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any action required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

12.3 Amendments if changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Participants, provided that all such changes, amendments, supplements or modifications shall be in writing.

12.4 Integration Clause This Agreement, including attachments, contains the entire agreement of the Participants hereto with respect to the matters covered by its

terms, and it may not be modified in any manner without the express written consent of the Participants. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect. It is acknowledged by the Participants that no officer, agency, employee or representative of Harrison County has any authority to change or amend the terms of this Agreement or any attachments to it or to waive any breach of this Agreement unless expressly granted that authority by the Harrison County Commissioner's Court.

**IN WITNESS THEREOF**, the undersigned Participants acting under the authority of their respective governing boards have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Agreement.

\_\_\_\_\_  
Harrison County Juvenile Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

**Waskom Independent School District**