

2025-2026

1673 Terre Colony Ct  
Dallas, TX 75212

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# Memorandum of Understanding

*Dallas County  
Juvenile Justice Alternative Education Program*

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## I. ADMINISTRATION OF DCJJAEP

The DCJJAEP shall administer the educational portion of the DCJJAEP program; shall maintain all educational records applicable to the ISDs with regard to the status and the ultimate disposition of each student assigned to the DCJJAEP and shall provide the necessary curriculum, including but not limited to special education and bilingual services, in accordance with the Texas Education Code as it exists or may be amended, and; other such responsibilities normally associated with the administration of educational services. All personnel providing services in the DCJJAEP program will strive to provide an educational program for the students at the DCJJAEP that meet high academic standards.

The DCJJAEP shall conform to the standards and guidelines of the Texas Juvenile Justice Department. Furthermore, the DCJJAEP personnel shall be responsible for, and maintain, all reports, data, assessments, etc. necessary to permit and allow compliance, as necessary where necessary, with the TEC, including, but not limited to, Chapters 39 and 42 of the TEC.

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

2.1 The parties to this MOU acknowledge that TEC §37.011(a) requires that every expelled student in a county with a population of 125,000 or greater 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 DCJJAEP to provide educational services to all expelled students of Dallas County.

2.2 Students who are expelled from the school district setting will be afforded due process within the respective ISD as provided by school district policy and federal and state law. If, during the period of expulsion, a student engages in additional conduct for which placement in a DAEP or expulsion is required, or permitted, additional proceedings may be conducted, and the principal, another appropriate administrator, or the Board may issue an additional disciplinary order as a result of those proceedings. DCJJAEP will work with the respective ISD to determine the location for due process in this instance. Additional days of removal ordered for subsequent conduct while in the DCJJAEP will be served following completion of the student's initial placement in DCJJAEP. Discipline will not run concurrently.

2.3 Students who are removed from their "home campus" on a discretionary offense according to the TEC Chapter 37 must go directly to their Discretionary Alternative Education Program. These removals may be considered as a DCJJAEP discretionary placement on a case by case basis and review of that ISD's student code of conduct.

2.4 In order to avoid-undue disruption of the educational process, each ISD shall notify the DCJJAEP of their intent to schedule an expulsion hearing. If this hearing results in an expulsion, then notification in writing should be provided to the DCJJAEP as soon as the expulsion hearing of a regular education student has concluded, including all required documentation. DCJJAEP administration will begin contacting the student's parent /

guardian to schedule an intake orientation and start date upon receipt of all necessary documentation. If the parent / guardian fails to schedule or complete an intake orientation after reasonable attempts made by the DCJJAEP, the student may be referred back to the sending district for further action. In assigning a term of expulsion, the expelling ISD shall assign a term of not less than thirty (30) school days. Administrators of the ISD and DCJJAEP may agree on deviations from the minimum and maximum length of stay or placement on a case-by-case basis. A term of removal shall require successful completion of the assigned term. A successful school day is determined by the appropriate administrator at the DCJJAEP giving consideration to factors including but not limited to attendance, behavior, and academics. Upon the student meeting all expulsion and Court requirements or the DCJJAEP receiving official documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence.

2.5 If the student is expelled under any mandatory or Title 5 felony expulsion provision, the referral to the DCJJAEP requires a law enforcement report, including but not limited to an arrest report, an at-large charge, an arrest warrant, and/or notice under Article 15.27 of the Code of Criminal Procedure. If a student is removed to DCJJAEP under the registered sex offender provision, the referral to DCJJAEP requires official documentation of this registration.

2.6 All expulsions referred to the DCJJAEP require the sharing of records. For this reason, the ISDs designate the DCJJAEP as a school official with a legitimate educational interest in the educational records of students assigned to the DCJJAEP. Similarly, DCJJAEP designates the ISDs as school officials with a legitimate educational interest in the educational records of their respective students. Confidentiality of the records maintained by the ISDs and DCJJAEP will be maintained in accordance with the Family Education Rights and Privacy Act and will only be disclosed and/or discussed with school officials who have a legitimate educational interest in the records.

**INTERAGENCY SHARING OF EDUCATIONAL RECORDS - Texas Family Code Sec. §58.0051**

(a) In this section:

(1) "Educational records" means records in the possession of a primary or secondary educational institution that contain information relating to a student, including information relating to the student's:

- (A) identity;
- (B) special needs;
- (C) educational accommodations;
- (D) assessment or diagnostic test results;
- (E) attendance records;
- (F) disciplinary records;
- (G) medical records; and
- (H) psychological diagnoses.

(2) "Juvenile service provider" means a governmental entity that provides juvenile justice or prevention, medical, educational, or other support services to a juvenile. The term includes:

- (A) a state or local juvenile justice agency as defined by Section §58.101;
- (B) health and human services agencies, as defined by Section §531.001, Government Code, and the Health and Human Services Commission;
- (C) the Department of Family and Protective Services;
- (D) the Department of Public Safety;
- (E) the Texas Education Agency;
- (F) an Independent School District
- (G) a juvenile justice alternative education program;
- (H) a charter school;
- (I) a local mental health authority or local intellectual and developmental disability authority;
- (J) a court with jurisdiction over juveniles;
- (K) a district attorney's office;
- (L) a county attorney's office; and
- (M) a children's advocacy center established under Section §264.402.

(3) "Student" means a person who:

- (A) is registered or in attendance at a primary or secondary educational institution; and
- (B) is younger than 18 years of age.

(b) At the request of a juvenile service provider, an independent school district or a charter school shall disclose to the juvenile service provider confidential information contained in the student's educational records if the student has been:

- (1) taken into custody under Section §52.01; or
- (2) referred to a juvenile court for allegedly engaging in delinquent conduct or conduct indicating a need for supervision.

(c) An independent school district or charter school that discloses confidential information to a juvenile service provider under Subsection (b) may not destroy a record of the disclosed information before the seventh anniversary of the date the information is disclosed.

(d) An independent school district or charter school shall comply with a request under Subsection (b) regardless of whether other state law makes that information confidential.

(e) A juvenile service provider that receives confidential information under this section shall:

- (1) certify in writing that the juvenile service provider receiving the confidential information has agreed not to disclose it to a third party, other than another juvenile service provider; and
- (2) use the confidential information only to:
  - (A) verify the identity of a student involved in the juvenile justice system; and
  - (B) provide delinquency prevention or treatment services to the student.

(f) A juvenile service provider may establish an internal protocol for sharing information with other juvenile service providers as necessary to efficiently and promptly disclose and

accept the information. The protocol may specify the types of information that may be shared under this section without violating federal law, including any federal funding requirements. A juvenile service provider may enter into a memorandum of understanding with another juvenile service provider to share information according to the juvenile service provider's protocols. A juvenile service provider shall comply with this section regardless of whether the juvenile service provider establishes an internal protocol or enters into a memorandum of understanding under this subsection unless compliance with this section violates federal law.

(g) This section does not affect the confidential status of the information being shared. The information may be released to a third party only as directed by a court order or as otherwise authorized by law. Personally identifiable information disclosed to a juvenile service provider under this section is not subject to disclosure to a third party under Chapter 552, Government Code.

(h) A juvenile service provider that requests information under this section shall pay a fee to the disclosing juvenile service provider in the same amounts charged for the provision of public information under Subchapter F, Chapter 552, Government Code, unless:

- (1) a memorandum of understanding between the requesting provider and the disclosing provider.
  - (A) prohibits the payment of a fee;
  - (B) provides for the waiver of a fee; or
  - (C) provides an alternate method of assessing a fee;
- (2) the disclosing provider waives the payment of the fee; or
- (3) disclosure of the information is required by law other than this subchapter.

2.7 The expulsion order, when forwarded to the DCJJAEP, should have attached: family contact information, withdrawal grades, most recent report card, prior STAAR scores, transcript, home language survey, immunization records, and any pertinent disciplinary records. When applicable, special education records that include the most recent ARD, IEP, and manifestation determination are required.

2.8 Each ISD in Dallas County that chooses to expel a student from the ISD for serious misbehavior under TEC §37.007(c) shall adopt the definitions of “serious” misbehavior in 2.9 below in its own student code of conduct. This may result in expulsion from the District Alternative Education Program. The student may be subject to expulsion for serious misbehavior only if the student is already in a school District Alternative Education Program, and engages in, or continues to engage in the serious misbehavior that violates the district’s student code of conduct. Those students expelled under TEC §37.007(c), classified as “serious”, will be billed in the amount of one hundred fourteen dollars (\$114.00) per day for all days assigned to the DCJJAEP starting on the date of enrollment.

2.9 “Serious Misbehavior” is defined to mean: shall include, but not be limited to, the following offenses that occur on school premises:

- A. Deliberate violent behavior that poses a direct threat to the health and safety of others.
- B. Extortion (gaining of money or property by force of threat.)

- C. Coercion as defined by the Penal Code Sec. §1.07
  - a.) to commit an offense;
  - b.) in inflict bodily injury in the future on the person threatened or another;
  - c.) to accuse a person of any offense;
  - d.) to expose a person to hatred, contempt or ridicule;
  - e.) to harm the credit or business repute of any person; or
  - f. ) to take or withhold action as a public servant, or to cause a public servant to take or withhold action.
- D. Public Lewdness (PC §21.07)
- E. Indecent Exposure (PC §21.08)
- F. Criminal Mischief (PC §28.03)
- G. Personal Hazing (TEC §37.152)
- H. Harassment (PC §42.07(a)(1)) of a student or employee

2.10 In the event that a student becomes a danger to himself, DCJJAEP personnel, or other students within the program, or becomes a disruption-of the learning environment so severe as to make it detrimental to the other students within the DCJJAEP program, the DCJJAEP administration shall reserve the right to refer the student to the Juvenile Probation Office and /or refer those students back to their home campus for evaluation. Each ISD will be notified of the referral to the Juvenile Probation Office of any special education. Upon notification, the respective ISD will schedule an ARD meeting as soon as practicable in compliance with the IDEA.

### **III. STUDENT REMOVAL & REVIEW OF PLACEMENT**

3.1 TEC §37.303 requires the ISD's to remove a registered sex offender from the regular classroom upon receipt of notice under Article 15.27 or Chapter 62 of the Texas Code of Criminal Procedure. This removal should be to an appropriate placement for a term of at least one semester. Funding for students placed in the DCJJAEP under TEC §37.303 shall be in the same manner and amounts as for other expelled students in Section I, Section II and Section VI herein.

3.2 For the purpose of placement in the DCJJAEP program a semester shall be defined as one full semester. Students entering into the program in the middle of a semester must complete the following full semester in order to allow for a smooth transition of the child back to a regular education setting.

3.3 TEC §37.306 requires that at the end of that full semester the school district shall convene a committee to review that removed student's placement. That committee shall, by statute, consist of:

- 3.3.1 Classroom teacher from the campus the student would otherwise be assigned;

- 3.3.2 The student's parole or probation officer or, if no assigned officer, a representative for the juvenile department;
- 3.3.3. An instructor from the DCJJAEP alternative education setting;
- 3.3.4 A school district administrator or their designee; and
- 3.3.5 A counselor employed by the ISD.

The committee, by a majority vote, shall determine whether the student should be returned to the regular classroom setting or remain in the DCJJAEP. If the committee recommends that the student be returned to the regular classroom setting, the ISD's board of trustees shall return the student to such setting unless it determines that the student's presence in the regular classroom is a threat to the safety of others; is detrimental to the educational process; or is not in the best interests of the district's students.

3.4 If a student remains in the alternative setting, the board of trustees of the originating ISD shall before each school year convene the committee to review the student's placement, as outlined above.

#### **IV. TRANSPORTATION**

4.1 Transportation to the DCJJAEP is the responsibility of the sending district.

4.2 The sending district should provide the parent information on transportation at or during the expulsion process.

#### **V. OPERATION OF THE DCJJAEP**

5.1 The DCJJAEP calendar will operate on 6 week grading periods with 184 total instructional days.

5.2 While a student is attending the DCJJAEP, the student may not participate in or attend any school district extracurricular activities at their home district or any other public school campus in the state of Texas.

5.3 Parents and sending districts will receive notice of a student's academic progress in accordance with the schedule; every six weeks for the 2025-2026 school year.

5.4 Students enrolled in the DCJJAEP shall be provided the opportunity to be assessed through all required State of Texas assessments. The home districts shall be responsible for making these tests available. A DCJJAEP teacher will administer the tests on the DCJJAEP campus.

5.5 The DCJJAEP shall accept students between the ages of 10 to 17 years of age. Students voluntarily enrolled in an ISD beyond the age of 17 will be accepted at the

DCJJAEP if removed to the DCJJAEP by an ISD on a case by case basis. Special education students may be served beyond the age of 17 to the extent required by law.

5.6 To the extent technology is available at the DCJJAEP, students enrolled in DCJJAEP will be provided internet access for curricular activities, in accordance with DCJJAEP Acceptable Use Policies. Technology, to the extent available and appropriate, will be incorporated in the instruction provided at the DCJJAEP.

5.7 Transitional assistance for students at the DCJJAEP will be provided to assist with the transition from the DCJJAEP back to the student's home campus.

5.8 Students enrolled in DCJJAEP will be subject to a standardized dress code displayed in the Dallas County Juvenile Justice Alternative Education Student Code of Conduct for that current school year.

5.9 The DCJJAEP shall adopt a student code of conduct in accordance with TEC §37.001.

## **VI. SPECIAL POPULATIONS**

6.1 The DCJJAEP and the ISDs shall cooperate in the provision of special services to students placed in the DCJJAEP.

6.2 When expelling a student with a disability who receives special education services, the expelling district, in accordance with applicable federal law, shall provide the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the students' expulsion. A representative of the DCJJAEP shall participate in the meeting to the extent that the meeting relates to the student's placement in the DCJJAEP program.

6.3 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 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.

6.4 348.208 Program Requirements (b) English as a Second Language (ESL). (1) The DCJJAEP, in collaboration with the sending school district, must ensure that a student who is non English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations must be maintained. "English as a Second Language" services and



instruction are required to address the needs of any non-English speaking student. The home district's "Language Proficiency Admissions Committee (LPAC)" should meet within 30 days after the student is placed in the DCJJAEP to determine the amount of services necessary per week for the ESL or non-English speaking student. This should be monthly communication between the District LPAC and the DCJJAEP.

6.5 348.208 Program Requirements (c) Section 504 Eligible Students. (1) The DCJJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations must be maintained.

6.6 School Districts that refer a student with disabilities that are of a nature that it would require special services (i.e., speech, occupational therapy, full time aid) is at the responsibility of the sending ISD.

## **VII. STUDENT ATTENDANCE / TRUANCY CONDUCT**

7.1 DCJJAEP will maintain accurate and current attendance records for all students enrolled. While a student is attending DCJJAEP, attendance will be taken on a daily basis and cross referenced with a student sign-in sheet. This attendance will be sent by email to the sending district on Friday of each week. for those districts who require weekly notification. (An attendance day is indicated as an instructional day, in which a student is enrolled and present for a minimum of 4 hours that day.)

7.2. If a child has unexcused absences for 10 or more days or parts of days in a 6-month period the school district will be notified of this truant conduct. It is the responsibility of each ISD to impose remedial orders according to the law, House Bill 2398, Eighty-fourth Legislature and Chapter 25 of the Texas Education Code or finds that a student falls under a "child in need of supervision" under §51.03(b) (2) of the Texas Family Code. The DCJJAEP shall within 2 working days report this truant conduct to the appropriate enforcement agency. It will be the responsibility of the home district to take proper measures on that student with the appropriate court in their district. This information will also be forwarded by DCJJAEP staff to the child's probation officer if one applies.

7.3 Each district shall assign a person within their district to act as the "truancy" contact. This person shall be notified within the required two (2) day period, as well as the child's parent, Dallas County Juvenile Probation will be notified if the child has an assigned probation officer.

7.4 DCJJAEP shall place a student on "inactive status" as defined in 37 Texas Administrative Code Sec. §348.2. "Inactive" is the attendance status assigned where the student is maintained as enrolled and not counted as absent or present from the DCJJAEP

roster. A student shall be placed on “inactive status” for the following reasons; (a) Student is assigned to juvenile detention; (b) student is truant as defined by Texas Family Code §51.03(b)(2), (absences from school on ten (10) or more consecutive days or parts of days within a 6 month period in the same school year or on three (3) or more days or parts of days within a four (4) week period); (c) student is a documented runaway; (d) student has an extended illness documented by a medical professional. The inactive status shall begin as of the date noted on the verifying document.

7.5 DCJJAEP will “suspend” a student assigned to the DCJJAEP if that student has continuously violated the DCJJAEP Student Code of Conduct. This suspension could last up to (3) three school days. “Suspended” student attendance will be counted like “inactive” students where the attendance will not be counted absent or present from the DCJJAEP.

7.6 A student assigned to the DCJJAEP that remains on “inactive” status for 30 consecutive days of non attendance shall be withdrawn from the DCJJAEP program as directed in 37 Texas Administrative Code §348.7 (g) (3). The withdrawal will take place on the 31<sup>st</sup> consecutive day of absence. If prior to the expiration of the thirty consecutive days of inactive status, it is determined that the student will not return to the JJAEP, the student may be withdrawn from the program.

## **VIII. FUNDING**

8.1 Region 10 Education Service Center (Region 10) shall serve as Fiscal Agent of the ISDs with respect to payment by the ISDs to the DCJB for DCJJAEP services in accordance with TEC §37.012.

8.2 All ISD’s in the MOU must pay a \$3,000 annual administrative fee.

8.3 The base rate, as established by the DCJB will be charged for each discretionary expulsion student enrolled in DCJJAEP. The base rate for those students admitted to the DCJJAEP for the 2025-2026 school year shall be an amount not to exceed one hundred fourteen dollars (\$114.00) per student, per day in attendance. The base rate includes an administrative fee of ten dollars and forty-two cents (\$10.42) per day payable to the Fiscal Agent. Mandatory offenses are not charged to the districts. **They are paid for by the Texas Juvenile Justice Department (TJJD).**

8.4 The Fiscal Agent shall establish billing, payment, and accounting procedures. The ISDs shall not be charged for mandatory expulsion students enrolled in DCJJAEP, nor shall an ISD be charged for students placed at DCJJAEP by order of a Dallas County Juvenile Court Judge. The base rate shall be considered the “actual cost” of the DCJJAEP pursuant to TEC §37.0081.

## **IX. GENERAL CONDITIONS**

9.1 This agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

9.2 Any notice under the terms of this agreement by either party to the other shall be in writing, by registered or certified mail, and return receipt requested. Notice to the Juvenile Board shall be sufficient if made or addressed to the Honorable Cheryl Lee Shannon, Judge 305<sup>th</sup> District Court, 2600 Lone Star Drive, Dallas, TX 75212 or Hiram Lynn Hadnot, 2600 Lone Star Drive, Dallas, TX 75212. Notice to all other ISDs shall be made to the physical address of their administrative offices. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provision of this agreement.

9.3 The individuals executing the Agreement on behalf of the respective parties below represented to each other 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 or her signature appears, that there are no other parties or entities required to execute this agreement in order for the same to be authorized and binding agreement on the party for whom the individual is signing this agreement and that each individual affixing his or her signature hereto is authorized to do so, and authorization is valid and effective on the date hereof.

9.4 This Memorandum of Understanding, including any attachments, contains the entire agreement of the parties 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 parties. 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 Memorandum of Understanding shall be of any force or effect.

9.5 If any term(s) or provision(s) of this Memorandum of Understanding are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Memorandum of Understanding shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the parties hereto to be impossible to perform or shall render the terms of this Memorandum of Understanding to be inconsistent with the intent of the parties hereto.

9.6 No assignment of this Memorandum of Understanding or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other parties hereto.

9.7 No waiver of a breach of any provision of this Memorandum of Understanding shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

9.8 This agreement will go into effect from the date signed until July 31, 2026.

9.9 Neither Dallas County nor any other party to this agreement waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents. as a result of its execution of this agreement and performance of the functions and obligations described herein.

9.10 The Parties to this agreement expressly acknowledge and agree that all monies paid pursuant to this agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

9.11 The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the programs contemplated under this Memorandum of Understanding. This Memorandum of Understanding 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 parties hereto are required by law or regulation to perform any act inconsistent with this Memorandum of Understanding, or to cease performing any act required by this Memorandum of Understanding, this Memorandum of Understanding shall be deemed to have been modified to conform to the requirements of such law or regulation.

9.12 This Memorandum of Understanding is governed by the laws of the State of Texas. Exclusive venue for any disputes arising under the agreement shall be the courts of Dallas County, Texas.

Executed on the \_\_\_\_ day of \_\_\_\_, 2025

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Judge Cheryl Lee Shannon  
Chairperson of the Juvenile Board  
Dallas County, Texas

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Duncanville ISD

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H. Lynn Hadnot  
Executive Director of Juvenile Services  
Dallas County Juvenile Justice Board

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Garland ISD

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Dallas County Juvenile Justice  
Alternative Education Program

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Grand Prairie ISD

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Fiscal Agent  
Region 10 Education Service Center

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Highland Park ISD

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Carrollton Farmers Branch ISD

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Irving ISD

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Cedar Hill ISD

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Lancaster ISD

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Coppell ISD

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Mesquite ISD

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Dallas ISD

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Richardson ISD

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DeSoto ISD

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Sunnyvale ISD