

No. \_\_\_\_\_



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC:** Memorandum of Understanding between Webb County Juvenile Department and  
United ISD

**SUBMITTED BY:** Pamela R. Juarez **OF:** Instruction Department

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** \_\_\_\_\_

**DATE ASSIGNED FOR BOARD CONSIDERATION:** July 22, 2009

**Recommendation:**

The Administration recommends that we enter in an agreement with Webb County Juvenile Department.

**Rationale:**

**Budgetary Information:**

**Board Policy Reference and Compliance:**

**AGREEMENT BETWEEN UNITED INDEPENDENT SCHOOL DISTRICT  
AND WEBB COUNTY JUVENILE DEPARTMENT**

WHEREAS, the UNITED INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "UISD"), a political subdivision of the State of Texas, and the WEBB COUNTY JUVENILE DEPARTMENT (hereinafter referred to as "JUVENILE"), have teamed up to provide an educational program for students who reside in the DETENTION CENTER, a county facility for juvenile offenders operated by JUVENILE DEPARTMENT; and

WHEREAS, both parties have discussed the provision of educational services for these juvenile offenders and understand that said academic programs and UISD personnel assigned to the DETENTION CENTER shall be under the direction of the UISD Executive Director for Campus Intervention (hereinafter referred to as "DISTRICT ADMINISTRATOR"), who shall assist JUVENILE PROBATION administratively with instructional/curriculum responsibilities and needs of the teachers at this institution; and

WHEREAS, UISD and JUVENILE DEPARTMENT agree that the development and maintenance of an educational program at the DETENTION CENTER would be for their mutual benefit;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement relating to the assignment of teachers from UISD to the DETENTION CENTER to serve students residing at the DETENTION CENTER, the parties do hereby agree as follows:

1. Beginning with the 2009-2010 school year, UISD agrees to assign adequate teaching staff to the DETENTION CENTER.
2. JUVENILE DEPARTMENT agrees to allow students to attend a full day of classes that would be commensurate to the school day at a district campus. Students will only be restricted from attending classes when a mandatory "shut down" of the facility is required for security reasons and/or discipline confinement. JUVENILE DEPARTMENT staff assigned to the DETENTION CENTER will provide excused absence slips for students who are removed from class for doctor visits, court appearances, counseling, and mandatory "shut downs."
3. JUVENILE DEPARTMENT shall have available an instructional day at the DETENTION CENTER commensurate with that of students at their own campus. Scheduling of special transportation services such as family visitation, counseling and court appearances shall be done in a manner that facilitates this mandate most effectively.
4. Both parties shall determine jointly which students are eligible to receive educational services in accordance with this Agreement. The curriculum at the DETENTION CENTER shall include the Texas essential knowledge and skills in the core curriculum courses prescribed by the Texas Education Agency (hereinafter referred to as "TEA"). A student portfolio may be requested by a receiving school following the release of student.
5. UISD shall continually monitor the number of students who are receiving educational services under this Agreement to assure that the pupil-teacher ratio shall be no more than fifteen (15) to one (1).



6. The teachers assigned to the DETENTION CENTER shall be employees of UISD, and, as such, UISD shall be solely responsible for the payment of salaries and any fringe benefits to the teachers.
7. The teachers assigned to the DETENTION CENTER shall be subject to all of the policies, rules, regulations and directives of the Texas State Board of Education, TEA, and UISD, including, but not limited to, policies and rules on performance evaluations, salaries and pay scales, reassignment and termination.
8. The teachers assigned to the DETENTION CENTER shall be under the exclusive supervision of the DISTRICT ADMINISTRATOR.
9. UISD shall provide the teachers assigned to the DETENTION CENTER with reasonable opportunities to attend UISD staff development sessions which are appropriate to their positions and duties. UISD teachers and staff assigned to the DETENTION CENTER shall also be allowed to participate in training seminars (sponsored by the DETENTION CENTER) which impact the coordination of academic services and DETENTION CENTER procedures, and which do not interfere with their job duties and responsibilities as employees of UISD.
10. In-services and/or training workshops for the benefit of teachers and staff assigned to the DETENTION CENTER must be submitted for approval to the DISTRICT ADMINISTRATOR at least ten (10) calendar days in advance of the in-service or training workshop. Only those in-services approved by the DISTRICT ADMINISTRATOR shall be paid for by UISD.
11. UISD agrees that the teachers assigned to the DETENTION CENTER shall comply with all JUVENILE DEPARTMENT policies, rules and procedures not in conflict with UISD policies, rules and procedures.
12. All eligible students (in-district or out-of-district) entering the DETENTION CENTER will remain enrolled at their home campus and district yet receive academic services at the DETENTION CENTER through UISD. Any student who has been expelled from any school district prior to placement in the DETENTION CENTER may participate in instructional services offered by UISD at the DETENTION CENTER.
13. The parties understand that the DETENTION CENTER is a temporary holding facility only, and that some students are delivered instructional services for a short time period (in some cases, two weeks or less). Therefore, UISD cannot guarantee that each student who enrolls in the program will exit with course credits to transfer. Whether or not a student achieves course credits will depend upon the length of time spent in the DETENTION CENTER and grades achieved during that time.
14. UISD shall provide all instructional materials, such as state-adopted textbooks. All instructional materials shall be approved by the DISTRICT ADMINISTRATOR before being purchased.
15. UISD personnel shall have the right to enter the area of the DETENTION CENTER where instructional services are being provided for purposes of evaluating the UISD employees assigned to the DETENTION CENTER and the UISD delivered instructional program.

16. JUVENILE DEPARTMENT shall provide adequate classroom facilities and equipment at the DETENTION CENTER. The classrooms provided by JUVENILE PROBATION at the DETENTION CENTER shall be well-lighted and temperature controlled, and JUVENILE DEPARTMENT shall provide dry erase boards, adequate secured storage space, and a teacher workroom at the DETENTION CENTER.
17. UISD shall order and pay for all office/classroom supplies needed for the instructional services provided at the DETENTION CENTER. Teachers assigned to the DETENTION CENTER must clear all movies, videos, incentives, and non-textbook reading material with the DISTRICT ADMINISTRATOR so that extra “academic materials” do not serve to encourage negative behaviors in the students attending classes.
18. JUVENILE DEPARTMENT shall provide on-site personnel assistance and support at the DETENTION CENTER as needed to render treatment of medical emergencies and to address behavior management needs of all eligible students participating in the program. In the event that the teacher determines that the behavior of an eligible student poses a threat to himself/herself or others while in the educational setting, JUVENILE DEPARTMENT agrees to remove that student from the classroom in an appropriate and timely fashion, and to follow the discipline management policies of the DETENTION CENTER not in conflict with policies of UISD and each student’s behavior management plan.
19. When a substitute teacher is needed, the UISD teacher shall be responsible for contacting an individual from an approved UISD substitute list and shall follow all UISD policies and procedures relating to the hiring of substitutes. JUVENILE DEPARTMENT understands and agrees that when UISD teachers assigned to the DETENTION CENTER are required to attend specialized training, substitutes shall be hired and assigned to the DETENTION CENTER as appropriate.
20. JUVENILE DEPARTMENT shall provide a sufficient number of qualified staff members at the DETENTION CENTER to supervise eligible students during the teachers’ 60-minute conference period and 30-minute duty-free lunch each school day as well as the 15-minute transition time between blocks. A sample schedule follows:

	Block I	Block II	Block III	Block IV	Block V	Block VI
Class Schedule	8:00-9:00	9:15-10:15	10:30-11:30	12:15-1:15	1:30-2:30	2:45-3:45

21. JUVENILE DEPARTMENT shall be responsible for transitioning each eligible student at the DETENTION CENTER to and from the classroom and for ensuring that each eligible student attends classes on time.
22. JUVENILE DEPARTMENT shall provide all meals for eligible students at the DETENTION CENTER. Breakfast and lunch will be made available to assigned UISD staff.
23. JUVENILE DEPARTMENT will report attendance on a daily basis the designated UISD PEIMS Specialist.
24. JUVENILE DEPARTMENT shall be responsible for the general maintenance and cleanup of the classroom area at the DETENTION CENTER. Teachers assigned to the DETENTION CENTER shall submit work orders for any repairs in accordance with county procedures.



25. JUVENILE DEPARTMENT shall allow all teachers assigned to the DETENTION CENTER access to a copy machine and use of computers and any other audio-visual equipment which is currently available at the DETENTION CENTER for classroom instruction.
26. JUVENILE DEPARTMENT shall neither have nor exercise any control over the direction of the specific instructional methods which the teachers assigned to the DETENTION CENTER may use in the performance of educational services, but will collaborate with and provide guidance for effective strategies to UISD staff.
27. Webb County shall repair or replace any equipment purchased by UISD which has been lost, damaged, or stolen as a result of fire, theft, or other natural disaster.
28. Both parties understand and agree that no funds shall be exchanged between UISD and JUVENILE DEPARTMENT for any of the services described in this Agreement.
29. Both parties agree that no person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination on the basis of race, color, national origin, religion, sex, age, disability, or political affiliation with respect to services described in this Agreement.
30. The validity of this Agreement, the terms or provisions, and the rights and duties of the parties hereto shall be interpreted and construed pursuant to and in accordance with the laws of the State of Texas.
31. Class instruction at the DETENTION CENTER shall coincide with the UISD school year calendar. School calendars shall be provided to the DETENTION CENTER at the beginning of each school year for easy reference to school holidays, teacher in-service days, etc.
32. Both parties understand and agree that all information concerning students is confidential and shall not be disclosed to any person, except as authorized by law. In order to facilitate the exchange of information between UISD and JUVENILE DEPARTMENT, each of the parties shall obtain from the students and/or the students' parent or legal guardian the necessary authorization for release of information between UISD and JUVENILE DEPARTMENT. When appropriate authorization is obtained, both parties shall cooperate in providing information to the other which is relevant and reasonably necessary for the performance of this Agreement.
33. Both parties understand and agree that, pursuant to Family Code § 261.101(a) and (b), a person having cause to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect by any person shall immediately make a report. If a professional has cause to believe that a child has been abused or neglected or that a child is a victim of an offense under § 21.11, Penal Code (Indecency with a Child), and the professional has cause to believe that the child has been abused as defined by § 261.001, the professional shall make a report to the appropriate agency as listed in § 261.103 not later than the 48<sup>th</sup> hour after the hour the professional first suspects that the child has been or may be abused or neglected or is a victim of an offense under § 21.11, Penal Code. A professional may not delegate or rely on another person to make the report. "Professional" means an individual who is licensed or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who, in the normal course of official duties or duties for which a license or certification is required, has direct contact with children. The term "professional" includes teachers, nurses, doctors, day care employees, and employees of a clinic or health care facility that provides reproductive services. The identity of an individual making a report under this chapter is

confidential and may be disclosed only on the Order of a Court rendered under § 261.201 or to a law enforcement officer for the purposes of conducting a criminal investigation of the report.

- 34. Both parties understand and agree that this Agreement shall become effective immediately upon execution by both parties and shall remain in effect until cancelled by written notice from one party to the other. Both parties understand that this Agreement may be canceled at any time by either party for any reason. This Agreement may not be modified except in writing, signed by an authorized representative of each party.
- 35. Both parties hereto understand and agree that this Agreement is a full and complete expression of the entire agreement between the parties with respect to the services described herein and do further hereby agree that all prior and contemporaneous understandings, agreements, promises, representations, terms, and conditions are merged and incorporated into this Agreement, and that terms or conditions not expressly set forth herein shall not be binding on the parties.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2009.

UNITED INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

WEBB COUNTY JUVENILE DEPARTMENT

By: \_\_\_\_\_