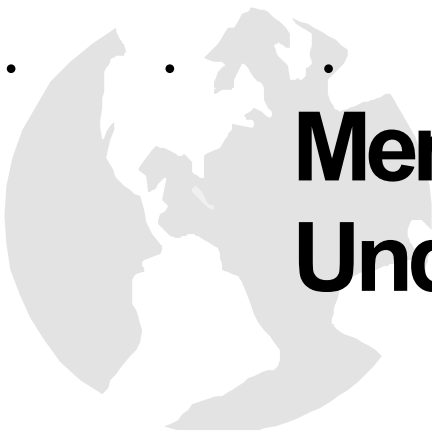

2021-2022



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**Memorandum of
Understanding**

*Collin County Juvenile Services
Juvenile Justice Alternative Education Program*

This Memorandum of understanding (“MOU”) is entered into pursuant to Chapter 37 of the Texas Education Code and the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 by and between the Collin County Juvenile Probation Juvenile Justice Alternative Education Program (“JJAEP”) as the agent for the Juvenile Board of Collin County Texas (“Juvenile Board”), and the Independent School Districts of Collin County (i.e. McKinney ISD, Plano ISD, Allen ISD, Anna ISD, Blue Ridge ISD, Celina ISD, Community ISD, Farmersville ISD, Frisco ISD, Lovejoy ISD, Melissa ISD, Princeton ISD, Prosper ISD, Royse City ISD, Wylie ISD) (“ISDs”).

WHEREAS Collin County 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 Justice Department (“TJJJ”); and,

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

WHEREAS the ISDs have been mandated by Texas Education Code Sec. 37.007 (a), (d), and (e) to expel students for mandatory offenses; and,

WHEREAS the ISDs have the discretion to expel students under Education Code Sec.37.007 (b), (c); and,

WHEREAS the ISDs have the discretion to expel students under Education Code Section 37.0081A through Section 37.0081V; and,

WHEREAS the State of Texas has determined that public school students that 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 the school districts to fulfill their primary mission of educating Texas youth; 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 and rehabilitation of juvenile offenders;

NOW THEREFORE THE PARTIES AGREE THAT:

**I. ADMINISTRATION OF COLLIN COUNTY JUVENILE PROBATION
JJAEP**

Collin County JJAEP shall administer the educational portion of the JJAEP 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 JJAEP and shall provide the necessary curriculum, including but not limited to 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. McKinney ISD shall provide curriculum, teachers and other personnel through a separate Interlocal Agreement. Such personnel will remain employees of McKinney ISD, and their duties and responsibilities are as described in such Interlocal Agreement. All personnel providing services in the JJAEP program will strive to provide an educational program for the students at the JJAEP that meet high academic standards.

Collin County shall serve as Fiscal Agent and shall collect and disburse funds applicable to educational services; shall be responsible for educational personnel serving the JJAEP program; shall maintain all educational records applicable to the program and shall correspond with each student's home district with regard to the status of each assigned student; and shall oversee the delivery of all necessary curriculums.

The expenses for the educational program shall be covered by those funds received in compliance with this section. Each district that has a student that receives services from the JJAEP under a discretionary placement in accordance with Tex. Educ. Code §37.0081 for conduct defined as a felony under Title V of the Texas Penal Code, other than students that received individualized services or those that are classified as "special populations" in Section 6 below, will be billed at the end of the JJAEP school year by Collin County in the amount of eighty-six dollars (\$86.00) per day for all days assigned to the JJAEP starting on the date of enrollment. Each district that has a student that receives services from the JJAEP under any other discretionary placement, other than students that received individualized services or those that are classified as "special populations" or students who have engaged in "serious" misbehavior while in an ISD's alternative education program (see 6.4 and 2.7 below for daily rates applying to such students), will be billed at the end of the JJAEP school year by Collin County in the amount of one hundred seven dollars (\$107.00) per day for all days assigned to the JJAEP starting on the date of enrollment. JJAEP will accept all mandatory and discretionary JJAEP placements for the period ordered by the sending ISD, subject to paragraph 2.3 herein. Any surplus funds existing at the conclusion of a school year will be utilized to the benefit of the JJAEP and the ISDs' students. The due date for payment of all invoices to ISDs, and the interest on late payments, shall be as provided by Tex. Gov't. Code Ch. 2251.

The Juvenile Board shall provide personnel in the form of a JJAEP Coordinator, as the Administrator of Record with the Texas Juvenile Justice Department, who will conduct day-to-day administration duties; school resource officers/caseworkers and juvenile probation/supervision officers to assure compliance with school district rules and regulations and the terms of each student's probation, under the direction of the Director of Juvenile Probation Services. The JJAEP shall conform to the standards and guidelines of the Texas Juvenile Justice Department. Furthermore, the JJAEP personnel shall be responsible for, and maintain, all reports, data, assessments, etc. necessary to permit and allow compliance, as necessary where necessary, with the Texas Education Code, including, but not limited to, Chapters 39 and 42 of the Texas Education Code.

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

- 2.1 The parties to this MOU acknowledge that Texas Education Code Sec. 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 JJAEP to provide educational services to all expelled students of Collin 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. JJAEP 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 JJAEP will be served following completion of the student's initial placement in JJAEP. Discipline will not run concurrently.
- 2.3 Students who are removed from their "home campus" on a discretionary offense according to the Texas Education Code Chapter 37 must go directly to their Discretionary Alternative Education Program. These removals may be considered as a JJAEP 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 JJAEP of their intent to schedule an expulsion hearing. If this hearing results in an expulsion, then notification in writing should be provided to the JJAEP as soon as the expulsion hearing of a regular education student has concluded. 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 JJAEP 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 JJAEP giving consideration to factors including but not limited to attendance, behavior, and academics. Upon the student meeting all expulsion and Court requirements or the JJAEP 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 JJAEP 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 JJAEP under the registered sex offender provision, the referral to JJAEP requires official documentation of this registration.
- 2.6 All expulsions referred to the JJAEP require the sharing of records. For this reason, the ISDs designate the JJAEP as a school official with a legitimate educational interest in the educational records of students assigned to the JJAEP. Similarly, JJAEP 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 JJAEP 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.

A. INTERAGENCY SHARING OF EDUCATIONAL RECORDS

- (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 Public Safety;
 - (D) the Texas Education Agency;
 - (E) an independent school district;
 - (F) a juvenile justice alternative education program;
 - (G) a charter school;
 - (H) a local mental health or mental retardation authority;
 - (I) a court with jurisdiction over juveniles;
 - (J) a district attorney's office;
 - (K) a county attorney's office; and
 - (L) 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 JJAEP, should have attached: family contact information, withdrawal grades, most recent report card, prior TAKS or STAAR scores, transcript, and immunization records. If the expulsion is for serious misbehavior, JJAEP will require the discipline records that constitute the behavior for which that student was expelled. When applicable, special education records that include the most recent ARD, IEP, and manifestation determination are required.

2.8 Each ISD in Collin County that chooses to expel a student from the ISD for serious misbehavior under Texas Education Code Sec. 37.007(c) shall adopt the definitions of "serious" misbehavior in 2.8 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 Texas Education Code Sec. 37.007(c), classified as "serious" will be billed at the end of the year by Collin County in the amount of one hundred fifteen dollars (\$115.00) per day for all days assigned to the JJAEP 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, JJAEP 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 JJAEP program, the JJAEP 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 student of the ISD. Upon notification, the respective ISD will schedule an ARD meeting as soon as practicable in compliance with the IDEA.

2.11 Sec. 37.0012. DESIGNATION OF CAMPUS BEHAVIOR COORDINATOR

- (a) A person at each campus must be designated to serve as the campus behavior coordinator. The person designated may be the principal of the campus or any other campus administrator selected by the principal.
- (b) The campus behavior coordinator is primarily responsible for maintaining student discipline and the implementation of this subchapter.
- (c) Except as provided by this chapter, the specific duties of the campus behavior coordinator may be established by campus or district policy. Unless otherwise provided by campus or district policy: (1) a duty imposed on a campus principal or other campus administrator under this subchapter shall be performed by the campus behavior coordinator; and (2) a power granted to a campus principal or other campus administrator under this subchapter may be exercised by the campus behavior coordinator.

- (d) The campus behavior coordinator shall promptly notify a student's parent or guardian as provided by this subsection if under this subchapter the student is placed into in-school or out-of-school suspension, placed in a disciplinary alternative education program, expelled, or placed in a juvenile justice alternative education program or is taken into custody by a law enforcement officer. A campus behavior coordinator must comply with this subsection by: (1) promptly contacting the parent or guardian by telephone or in person; and
- (2) Making a good faith effort to provide written notice of the disciplinary action to the student, on the day the action is taken, for delivery to the student's parent or guardian.

EDUCATION CODE CHAPTER 37. DISCIPLINE; LAW AND ORDER

(e) If a parent or guardian entitled to notice under Subsection (d) has not been reached by telephone or in person by 5 p.m. of the first business day after the day the disciplinary action is taken, a campus behavior coordinator shall mail written notice of the action to the parent or guardian at the parent's or guardian's last known address.

(f) If a campus behavior coordinator is unable or not available to promptly provide notice under Subsection (d), the principal or other designee shall provide the notice.

[Added by S.B. 107, 84th Leg., 2015.]

III. STUDENT REMOVAL & REVIEW OF PLACEMENT

- 3.1 Texas Education Code Sec. 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 JJAEP under Sec. 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 JJAEP 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 smooth transition of the child back to a regular education setting.
- 3.3 Texas Education Code Sec. 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 JJAEP alternative education setting;
 - 3.3.4 A school district designee selected by the Board; and
 - 3.3.5 A counselor employed by the ISD.

The committee, by a majority vote, shall determine and recommend to the Board of Trustees of the student's originating ISD whether the student should be returned to the regular classroom setting or remain in the JJAEP. 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 JJAEP is the responsibility of the sending district. Students should arrive at The Juvenile Complex, located at 4690 Community Ave, McKinney, Texas 75071 no earlier than 7:15 a.m., but no later than 8:00 a.m. on each day that school is in session according to JJAEP Calendar. Transportation home shall begin at 2:45 p.m.; all students should be picked up by 3:00 p.m.
- 4.2 The Sending district should provide the parent information on transportation at or during the expulsion process.

V. OPERATION OF THE JJAEP

- 5.1 The JJAEP calendar will be operate on a 9 weeks calendar with 173 total instructional days. Holidays and teacher work days will be according to the McKinney ISD calendar.
- 5.2 While a student is attending the JJAEP, 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 nine weeks for the 2021-2022 school year.
- 5.4 Students enrolled in the JJAEP shall be provided the opportunity to be assessed through the State of Texas Assessments of Academic Readiness (STAAR) examination, as well as any and all other examinations as required by the State of Texas. The home districts shall be responsible for making these tests available. A JJAEP teacher will administer the tests on the JJAEP campus.
- 5.5 The JJAEP 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 JJAEP if removed to the JJAEP by an ISD. 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 JJAEP students enrolled in JJAEP will be provided Internet access for curricular activities, in accordance with McKinney ISD Acceptable Use Policies. Technology, to the extent available and appropriate, will be incorporated in the instruction provided at the JJAEP.
- 5.7 Transitional assistance for students at the JJAEP will be provided to assist with the transition from the JJAEP back to the student's home campus.
- 5.8 Students enrolled in JJAEP will be subject to a standardized dress code displayed in the Collin County Juvenile Justice Alternative Education Student Code of Conduct for that current school year.
- 5.9 The JJAEP shall adopt a student code of conduct in accordance with Tex. Educ. Code §37.001

VI. SPECIAL POPULATIONS

- 6.1 The JJAEP and the ISDs shall cooperate in the provision of special services to students placed in the JJAEP.
- 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 JJAEP shall participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP program.
- 6.3 In the event a student is placed in the JJAEP who has not been identified by the ISD from which the student was expelled as being eligible to receive such services the JJAEP 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 JJAEP 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 School Districts that refer a student with disabilities that are of a nature that it would require that they receive services in a self contained classroom at the JJAEP shall be billed at the rate of one hundred eighteen dollars (\$118.00) per day for the length of their expulsion to the JJAEP. All other students classified as a "Special Education" student will be billed at the rate of eighty six dollars (\$86.00) per day for the length of their expulsion for placements under Tex. Educ. Code 37.0081 for conduct defined as a felony under Title V of the Texas Penal Code. All students classified as "Special Education" but not falling into one of these two categories will be billed at the rate of one hundred seven dollars (\$107.00) per day for the length of their expulsion for discretionary placements.
- 6.5 348.208 Program Requirements (b) English as a Second Language (ESL). (1) The JJAEP, 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 JJAEP 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 JJAEP.
- 6.6 348.208 Program Requirements (c) Section-504-Eligible Students. (1) The JJAEP 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.

VII. STUDENT ATTENDANCE / TRUANT CONDUCT

- 7.1 JJAEP will maintain accurate and current attendance records for all students enrolled. While a student is attending JJAEP, attendance will be taken on a daily basis and cross-referenced with a student sign-in sheet. This attendance will be sent by e-mail 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 JJAEP 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 JJAEP 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 2 day period, as well as the child’s parent, Collin County Juvenile Probation will be notified if the child has an assigned probation officer.
- 7.4 JJAEP 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 JJAEP 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 JJAEP will “suspend” a student assigned to the JJAEP if that student has continuously violated the Collin County JJAEP 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 CCJJAEP.
- 7.6 A student assigned to the Collin County Juvenile Justice Alternative Education Program (“JJAEP”) , that remains on “inactive” status for 30 consecutive days of non attendance shall be withdrawn from the JJAEP program as directed in 37 Texas Administrative Code §348.7 (g) (3). The withdrawal will take place on the 31st 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. GENERAL CONDITIONS

- 8.1 This agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 8.2 Any notice under the terms of this agreement by either party to the other shall be in writing and be effected by registered or certified mail, return receipt requested. Notice to McKinney ISD shall be sufficient if made or addressed to the Superintendent’s office and/or Dr. Rick McDaniel, McKinney Independent School District, #1 Duvall Street, McKinney, Texas 75069. Notice to the Juvenile Board shall be sufficient if made or addressed to the Honorable Cynthia M. Wheless, Judge 417th Judicial District Court, 2100 Bloomdale Rd, Suite 30290, McKinney, Texas 75071 or Hiram Lynn Hadnot, 4690 Community Ave., McKinney, Texas 75071. 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.
- 8.3 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.

- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 This agreement will go into effect from the date the agreement is signed until June 4, 2022.
- 8.9 Neither Collin 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.
- 8.10 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.
- 8.11 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.
- 8.12 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 Collin County, Texas.

Executed on the ___ 13th ___ day of ___ July ___, 2021

Chairman of the Juvenile Board
Collin County, Texas

Allen Independent School District

Anna Independent School District

Blue Ridge Independent School District

Celina Independent School District

Community Independent School District

Farmersville Independent School District

Frisco Independent School District

Lovejoy Independent School District

McKinney Independent School District

Melissa Independent School District

Plano Independent School District

Princeton Independent School District

Prosper Independent School District

Royse City Independent School District

Wylie Independent School District

2021-2022 School Year
JJAEP Student Daily Fee Schedule

	Regular Education	Special Education
Title V	80.00	86.00
Discretionary	107.00	107.00
Self-Contained	118.00	118.00
Serious Misbehavior	115.00	115.00