

**TAYLOR COUNTY
LEARNING CENTER**
*A JUVENILE JUSTICE ALTERNATIVE
EDUCATION PROGRAM*



2015-2016

**MEMORANDUM of
UNDERSTANDING**

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TAYLOR COUNTY LEARNING CENTER (JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM)

(August 2014-July 2015)

Taylor County, Texas has a population greater than 125,000 and therefore, the **Taylor County Juvenile Board (hereinafter "Juvenile Board")** and the **Abilene Independent School District located within Taylor County (hereinafter "Parties")** adopt this Memorandum of Understanding (hereinafter "MOU") to operate a Juvenile Justice Alternative Education Program at the **Taylor County Learning Center (hereinafter the "TCLC")** in compliance with the Texas Education Code ("TEC"), Section 37.011.

The **Parties** agree that the **TCLC** is a cooperative effort between the educational community and the juvenile justice system with primary goals of the **TCLC** being education, discipline, rehabilitation, and progress toward grade level performance. The **TCLC** utilizes an alternative classroom site, which allows continued education despite on-campus law violations. The **TCLC** balances the educational needs of students with the necessity of maintaining supervision in the community by isolating and educating the few students whose behavior demands much time and distracts other students. The **TCLC** encompasses all school districts located in whole or in part in Taylor County and is for residents of Taylor County only.

Administration of the Taylor County Learning Center

In consideration of mutual covenants, the **Parties** agree as follows:

1. The development and daily administration of the education program will be conducted by the **Taylor County Juvenile Probation Department (hereinafter "the Department")** in compliance with Texas Juvenile Justice Department (TJJD) standards, the Texas Education Code, and in cooperation with all school districts located within Taylor County.
2. The **Department** will operate the Educational Program for the benefit of any school districts located in whole or in part in Taylor County, Texas, for students who reside in the county and who are or were, when expelled, enrolled in a school district located in whole or in part in Taylor County. Space permitting, **School Districts** not located in whole in Taylor County may refer students to the **TCLC** according to the Admission procedures set out in this MOU. The Department will provide:
 - A. All fiscal requirements;
 - B. Selection, training, supervision and evaluation for all personnel in the **TCLC**;
 - C. Acquisition of educational materials; and,
 - D. Supervision, structure and academic instruction as required by TJJD standards.

3. The **Abilene Independent School District** with student(s) placed under discretionary expulsion and enrolled in **TCLC** will be charged the base rate of \$90.00 per regular education student per day of attendance and \$100.00 per special education student per day of attendance for the 180 day school year. A base rate of \$45.00 per regular education student per half day of attendance and \$50.00 per special education student per half day of attendance for a maximum of 35 summer school days. During the period for which this Memorandum of Understanding remains in effect, the **TCLC** shall charge and invoice the **Abilene Independent School District** no later than 15 days from the last day of the month for which payment is being requested.
4. If the school district is compensated for missed attendance days for discretionary students due to disaster, flood, extreme weather conditions or other calamity, the **JJAEP** shall be paid for the attendance days missed. The **Abilene Independent School District** will pay the invoiced amount to Taylor County. All funds paid to Taylor County under terms of this agreement will be expended on the **TCLC**.
5. Taylor County will provide staff as follows:
 - A. A minimum of two State Certified Teachers, Educational Director, and additional Teachers sufficient to meet the state criteria of 1 teacher to 24 students (1-16 preferred);
 - B. Adequate supervision staff;
 - C. Para-educator(s) to assist students in daily academic instruction;
 - D. A caseworker for at least each 44 students (1 to 25 preferred);
 - E. A nurse, as required, will be provided through arrangements with Abilene Independent School District on a shared basis;
 - F. Administrative staff to ensure program compliance.

Expulsions to the Taylor County Learning Center

The **Taylor County Learning Center** will serve students who have been charged and expelled under 37.007, TEC, Expulsion for Serious Offenses as follows:

Refer to the attached Juvenile Justice Alternative Education Offense Codes from TJJD. If changes are made a new offense code will be sent.

1. Mandatory Expulsion Offense: A student **must** be expelled from a school if the student, on school property or while attending a school-sponsored or school-related activity on or off school property commits a mandatory offense, verified by a report generated by the local law enforcement. Students expelled under mandatory expulsion offenses may be 10 years of age through 17 years of age or older (under the compulsory attendance requirements) or out of jurisdiction of the juvenile court. These students must be served by the **JJAEP** and the length of expulsion may be up to 180 school days.

However, if a student is expelled from the ISD under the **Mandatory Expulsion Law provision** (Sec. 37.007. EXPULSION FOR SERIOUS OFFENSES) and as outlined in the Texas Family Code Section 52.041 (d)(1)(2)(3)(4)(5) and one or more of the following occurs:

- A determination is made under Family Code Section 53.01 that the person referred to juvenile court was not a child as that term is defined by Family Code Section 51.02(2);
- A determination was made that no probable cause existed to believe the child engaged in delinquent conduct or conduct indicating a need for supervision;
- A determination is made that no deferred prosecution or formal court proceedings will be initiated against the child;
- The court or the jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or
- The child was adjudicated but no disposition was or will be ordered by the court,

Then the student will be referred back to their home district and their Student Code of Conduct and in accordance with the requirements of this MOU.

2. Discretionary Expulsions – Title 5 Felony Offenses: A student 17 years or older (under the compulsory attendance requirements) who commits a Title 5 Felony offense off campus, verified by a police report generated by local law enforcement, **may** be expelled to TCLC for up to 180 school days.

3. Discretionary Expulsions – Offense Related: A student **may** be expelled for up to 90 successful days for offenses while on school property or school related activity on or off school property. Students expelled under discretionary expulsion offenses must be under 17 years of age and under the jurisdiction of the juvenile court, but not younger than 10 years of age.

4. Serious Misbehavior: TCLC will also serve students who may be expelled if the student while placed in an Alternative Education Program (D.A.E.P.) for disciplinary reasons continues to engage in serious misbehavior.

Sec. 37.007. EXPULSION FOR SERIOUS OFFENSES (c) A student **may** be expelled for up to 90 successful days if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior while on the program campus despite documented behavioral interventions. For purposes of this subsection, "serious misbehavior" means:

- (1) deliberate violent behavior that poses a direct threat to the health or safety of others;
- (2) extortion, meaning the gaining of money or other property by force or threat;
- (3) conduct that constitutes coercion, as defined by Section 1.07, Penal Code;
- or
- (4) conduct that constitutes the offense of:

- (A) public lewdness under Section 21.07, Penal Code;
- (B) indecent exposure under Section 21.08, Penal Code;
- (C) criminal mischief under Section 28.03, Penal Code;
- (D) personal hazing under Section 37.152; or
- (E) harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

Students expelled under discretionary expulsion for serious misbehavior must be 11 years of age or over and be enrolled in the sixth grade or higher. Students expelled under discretionary expulsion for serious misbehavior must be under 17 years of age.

5. Removal of Registered Sex Offenders: TCLC will also serve a student who has been ordered by the court to register as a sex offender. This student may only be removed once per offense for a minimum of one semester (90 days). At the completion of one semester the school districts board of trustees shall convene a committee to review the student's placement. This committee shall be made up of a classroom teacher from the student's home campus, student's parole or probation officer or other representative of the juvenile probation department, instructor from the alternative education program student is assigned, school district designee selected by the board of trustees, and a counselor employed by the school district. The committee by majority vote shall determine and recommend to the school board whether the student should be returned to the regular classroom. The committee shall use the following to determine the student's placement:

- a. Does the student's presence threaten the safety of the other students or teacher;
- b. Will the student's placement be detrimental to the educational process;
- c. Or is this placement in the best interests of the district's students?

The board of trustees using the above guidelines may overrule the committee. If the recommendation is for the student to remain in TCLC, the board before the beginning of each school year will meet to review the students' placement. If a registered sex offender is removed from **Abilene Independent School District** and placed at TCLC, payment will be made as a discretionary expulsion.

Admission to Taylor County Learning Center

The Parties agree to comply with the following admission procedures. The steps are mandatory for a student's admission into the TCLC.

- A. School District:
 - 1. Notification of the expulsion hearing shall be given to the TCLC with 48-hour prior notice of an expulsion hearing being set. Notification shall be hand delivered, via Fax, by telephone call, or by e-mail.

2. A representative of the **Abilene Independent School District** shall deliver to the **TCLC** a copy of the order expelling a student, student academic transcript including discipline records, a STAAR/EOC Summary Sheet, immunization records, withdrawal grades, home language survey, copy of birth certificate and social security card, and all special education documentation including: all Admission Review Dismissal (ARD) reports within the last calendar year prior to expulsion, and IEP per Chapter 37.004 of the TEC. Such delivery shall be made no later than the day of the expulsion hearing.
3. **Abilene Independent School District** will give notice of ARD committee meetings to the **TCLC**, and a **Department** representative will be allowed to attend the ARD.
4. **Abilene Independent School District** will determine responsibility for transportation of students to and from the **TCLC** each day the **TCLC** is in session. If a child is a discipline problem to the extent he/she is ineligible for bus transportation, the parent will assume the responsibility for transportation to and from the **TCLC**.
5. **Abilene Independent School District** shall provide special education students with the same level of educational services as have been mandated by ARD at any time within the previous semester of school, including but not limited to aides, interpreters, ancillary curriculum, classroom modifications, speech therapy and tutors.
6. At such time as a child moves into the county who has been expelled from another public school, **Abilene Independent School District** into whose area the child has moved will determine whether to uphold such expulsion. In such cases, if the **Abilene Independent School District** upholds the expulsion, the child will be admitted to the **TCLC** on the same terms and conditions as other students.
7. For **mandatory expulsions** and **Title 5 Felony discretionary expulsions**, the length of expulsion may extend to 180 school days as agreed upon by **Abilene Independent School District** and **TCLC**. For all other **discretionary expellable offenses including serious misbehavior expulsions**, the length of expulsion may not exceed the 90 successful day agreement between **Abilene Independent School District** and **TCLC**. The expulsion hearing committee may with the agreement of the **TCLC** Facility Administrator reduce the number of days a student is expelled. The home school district will set the number of successful days expelled on an individual basis.
8. Expulsion to the **TCLC** is structured for students to successfully complete the program in the number of days the expulsion hearing committee set for the student. Students may earn points by exhibiting

positive behavior and work ethics to reduce their expulsion by no more than 10% of the number of days expelled from **Abilene Independent School District**. For example if a student is expelled for 90 days, they have the opportunity to earn points to return to school 9 days early. Students that do not progress due to poor performance or behavior will result in extended days of assigned expulsion until such time the student completes all requirements satisfactorily, not to exceed the maximum length of placement allowed by law or determined by the District to be appropriate under the circumstance Texas Education Code Section 37.009(h) The period of an expulsion may not exceed 180 days unless, after a review, the district determines that: (1) the student is a threat to the safety of other students or to district employees; or (2) extended placement is in the best interest of the student.

Taylor County Juvenile Probation Department

1. Upon notification to the **Department** of a scheduled expulsion hearing, the **Department** will assign a **Department Representative** to be present at the hearing. If the child is expelled, the **Department Representative** will inform the juvenile and the parents of action to be taken by the **Department**.
2. If the student is already under court supervision, the Juvenile Court will decide whether to amend the conditions of probation or incorporate attendance to the **TCLC** as a condition of release from detention.
3. If the student is not under prior court supervision, the Court Officer may refer the case to the Juvenile Prosecutor who will give prompt notice of the deferred prosecution or file a petition alleging the student is in need of supervision or has engaged in delinquent conduct. If a petition is filed, the Juvenile Prosecutor may recommend, with the disposition order, an order to participate in the **TCLC**.
4. The **TCLC** shall make available tours of the **TCLC** facility for those youth deemed appropriate by the Alternative Education Program (AEP). These youth will be those who are considered "at risk" of being expelled from the AEP.

Joint Efforts to Control Student Population

In order to meet and remain in compliance with state standards, the overall student population must be forty-four (44) students or less. It is in all parties' best interest to cooperate to keep the student population below forty-four (44) students. If the overall student population reaches forty-four (44), the **TCLC** and the **Abilene Independent School District** will cooperate to return students to referring districts as needed. Also, Summer School at **TCLC** will be open only to students who had the opportunity to complete their expulsion by the end of the 2015-2016 school year or in other extenuating circumstances as requested by the district, and only if adequate funding is available to **TCLC**.

The **Parties** agree that each student will be bound to the **TCLC Student Code of Conduct** that outlines expectations and disciplinary actions for violations.

This Agreement shall remain in effect for the duration of the 2015-2016 school year, including summer school.

The **Parties** agree to meet as necessary to discuss the progress of the **TCLC** and revise this agreement to address any needs.

The **Abilene Independent School District** will adopt a student code of conduct in accordance with the TEC, Sec. 37.007. **EXPULSION FOR SERIOUS OFFENSES.**

The **TCLC** will operate a minimum of seven (7) hours per day and no less than one hundred eighty (180) days per year unless permission for waiver of this requirement is obtained from the appropriate state agency. The students will adhere to the **TCLC** holiday schedule and bad weather days. Current plans are for classes to start at 8:00 a.m. and end at 3:00 p.m. Classes will begin on August 24, 2015.

The Juvenile Board shall develop, adopt and enforce written operational policies and procedures for the **TCLC** that will conform to the TJJD's standards for Juvenile Justice Alternative Education Programs (JJAEPs).

TCLC will offer instruction in English Language Arts, Math, Science, Social Studies, a number of academic electives, and self-discipline classes. Also high school equivalency classes will be presented based on individual need.

The Probation Officer/Case Manager and Facility Administrator at **TCLC** will address truancy and excessive tardiness with student and or parent conferences, issue warning letters, make home visits, refer truancy to the home school truant officer, or file truancy with appropriate officials. **TCLC** will defer to the student's home school truancy plan and will communicate regularly with the truant officer. **TCLC** will, within two working days, report truancy to the appropriate enforcement agency. **TCLC** Probation Officer/Case Manager and Facility Administrator will monitor all truancy issues.

This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified except by the mutual written agreement of the Parties hereto.

This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations created hereunder shall be performable in Taylor County, Texas.

Any notice provided for under the terms of this Agreement by either Party to the other shall be in writing and delivered by registered or certified mail, return receipt requested, properly addressed to the entity or by securing a receipt from the receiving party for the notice.

Notices for which time is of the essence may be made by fax, by e-mail, or by telephone with the prior consent of the person being notified. Any Party may change the address to which notice may be sent to that Party by giving notice of such change to the other Parties in accordance with the provisions of this Agreement.

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

This Agreement shall refer to and be binding upon the herein listed entities and their successors and assigns. All participants in expulsion hearings are required to follow the guidelines established by the MOU.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes.

TAYLOR COUNTY LEARNING CENTER

2015-2016 School Calendar

August 2014						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2014						
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27	28	29	30			

October 2014						
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November 2014						
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29	30					

December 2014						
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27	28	29	30	31		

January 2016						
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31						

February 2016						
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28	29					

March 2016						
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April 2016						
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May 2016						
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29	30	31				

June 2016						
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July 2016						
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24	25	26	27	28	29	30
31						

First Day of School on August 24, 2015

September 7, 2015.....Labor Day
 November 11, 2015.....Veteran's Day
 November 25-27, 2015.....Thanksgiving
 December 22-31, 2015.....Christmas Break
 January 1 2016.....New Year's Day

Last Day of School on June 1, 2016

January 18, 2016.....Martin Luther King Day
 February 15, 2016.....Presidents' Day
 March 14-18, 2016.....Spring Break
 March 25, 2016.....Good Friday
 May 30, 2016.....Memorial Day

Early Release Days 1:30 (diagonal line)

June 2 and 3, 2015 Inclement Weather Days (if needed)