



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of Memorandum of Understanding Between United ISD and Webb County Juvenile Department Providing Teachers to Youth Village Detention Center

SUBMITTED BY: Gloria S. Rendon **OF:** Deputy Superintendent to Administration and Operations

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: June 15, 2021

RECOMMENDATION: It is recommended that the Board of Trustees approve the Memorandum of Understanding Between United ISD and Webb County Juvenile Department Providing Teachers to Youth Village Detention Center

RATIONALE:

BUDGETARY INFORMATION:

POLICY REFERENCE & 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 BOARD for the JUVENILE DEPARTMENT (hereinafter referred to as "JUVENILE DEPARTMENT") have teamed up to provide an educational program for students who reside in the WEBB COUNTY YOUTH VILLAGE, a county facility for juvenile offenders operated by the JUVENILE DEPARTMENT; and

WHEREAS, the "Party" or "Parties" in this Agreement refers to the JUVENILE DEPARTMENT and UISD; and

WHEREAS, the Texas Education and Family Codes requires the District to provide admission to its schools to students that are over ten (10) years of age and younger than eighteen (18) years of age if delinquent conduct was committed by student before seventeen years of age and who reside in the detention facility located in the District; and

WHEREAS, all parties have discussed the provision of educational services for these juvenile offenders and understand that UISD will provide academic programs using UISD personnel who will be assigned to the Webb County Juvenile - Webb County Youth Village and who shall be under the direction of one the UISD Curriculum and Instruction Executive Directors or Personnel (hereinafter referred to as "DISTRICT ADMINISTRATOR, or designee"), and who shall assist JUVENILE PROBATION administratively with instructional/curriculum responsibilities and needs of the teachers at this institution; and

WHEREAS, UISD and JUVENILE DEPARTMENT desire to establish their respective responsibilities for the provision of education services for students residing at the JUVENILE DEPARTMENT Facility, including a free, appropriate public education (FAPE) for disabled children who reside at the JUVENILE DEPARTMENT Facility; and

WHEREAS, all Parties agree that the development and maintenance of an educational program at the Webb County Youth Village would be for their mutual benefit.

WHEREAS, the District and JUVENILE DEPARTMENT desire to cooperate in the planning, development, and implementation of mutually supportive services within their respective spheres of authority in order to conserve public funds and promote efficiency in the rendering of services; and

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 Webb County Youth Village to serve students residing at the Youth Village, the Parties do hereby agree as follows:

1. During the scholastic school year, UISD agrees to assign adequate teaching staff to the Webb County Youth Village.

2. Each student residing at the JUVENILE DEPARTMENT Facility shall be eligible to participate in instructional services of UISD, pursuant to UISD and JUVENILE DEPARTMENT policies and subject to the requirements of the Texas Education Code. Students eligible for instruction, including students expelled from their home districts prior to placement in the JUVENILE DEPARTMENT facility, will receive instruction in the general curriculum of UISD. The schedule of instruction shall be commensurate with the UISD's school day and academic calendar.
3. Upon enrollment, instructional programming for students receiving educational services at the JUVENILE DEPARTMENT Facility will be provided by UISD and will be in accordance with the Texas Education Code (hereinafter referred to as "TEA") rules as set forth in Title 19 of the Texas Administrative Code, Section 504 of the 1973 Rehabilitation Act (Section 504), the Individuals with Disabilities Education Act (IDEA), and the Every Student Succeeds Act (ESSA), including the requirements for English as a Second Language.
4. JUVENILE DEPARTMENT agrees to allow students housed at the Webb County Youth Village 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 Webb County Youth Village will provide excused absence slips for students who are removed from class for doctor visits, court appearances, counseling, and mandatory "shut downs".
5. JUVENILE DEPARTMENT will ensure that classroom facilities meet with TEA regulations involving said classroom facilities. Classroom space provided at the JUVENILE DEPARTMENT Facility shall be comparable to the District's classrooms. JUVENILE DEPARTMENT shall be responsible for compliance with and make any changes required to any building(s) housing classrooms to comply with Section 504 and the Americans with Disabilities Act concerning accessibility for the disabled.
6. JUVENILE DEPARTMENT shall have available an instructional day at the Webb County Youth Village 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.
7. UISD and JUVENILE DEPARTMENT shall determine jointly which students are eligible to receive educational services in accordance with this Agreement. The curriculum at the Webb County Youth Village includes the Texas Essential Knowledge and Skills in the core curriculum courses prescribed by the Texas Education Agency as well as a physical education course. A student transition plan will be sent to the last known school to comply with HB 2184 upon the release of the student.
8. The District shall choose and provide the curriculum for each course taught at the JUVENILE DEPARTMENT Facility. The District shall have no obligation to keep students on their former education schedules.
9. 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).

10. The teachers assigned to the Webb County Youth Village 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.
11. The teachers assigned to the Webb County Youth Village shall be subject to all of the policies, rules, regulations, and directives of the Texas State Board of Education, Texas Education Agency, and UISD, including, but not limited to, policies and rules on performance on evaluations, salaries and pay scales, reassignment, and termination.
12. The teachers assigned to the Webb County Youth Village shall be under the exclusive supervision of the UISD DISTRICT ADMINISTRATOR, or designee.
13. UISD shall provide the teachers assigned to the Webb County Youth Village with reasonable opportunities to attend UISD staff development sessions which are appropriate to their positions and duties. UISD teachers and staff assigned to the Webb County Youth Village shall also be allowed to participate in training seminars (sponsored by the Webb County Youth Village) which impact the coordination of academic services and Webb County Youth Village procedures, and which do not interfere with their job duties and responsibilities as employees of UISD.
14. In-services and/or training workshops for the benefit of teachers and staff assigned to the Webb County Youth Village must be submitted for approval to the DISTRICT ADMINISTRATOR, or designee, at least (10) calendar days in advance of the in-service or training workshop. Only those in-services approved by the UISD DISTRICT ADMINISTRATOR, or designee, shall be paid by UISD.
15. UISD agrees that the teachers assigned to the Webb County Youth Village shall comply with all the JUVENILE DEPARTMENT policies, rules, and procedures that are not in conflict with UISD policies, rules, and procedures. These would include adherence to the newly adopted Prison Rape Elimination Act (“PREA”) of 2003. The purpose of the act was to “provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations, and funding to protect individuals from prison rape.”
16. UISD agrees that the teachers assigned to the Webb County Youth Village (“WCYV”) shall comply with Criminal Background checks, Fingerprint Applicant Services of Texas (“FAST”) system using the DPS and FBI databases and child abuse registries prior to being assigned as a teaching professional or any contractor who may have contact with the residents at the WCYV. Background checks will be conducted every two (2) years on employees, contractors and interns. The Child Abuse and Neglect Central Registry Check will be conducted every 5 years from the initial registry check or upon an employee promoting to a supervisory position (change in job responsibilities/duties).
17. UISD agrees that the teachers assigned to the Webb County Youth Village (“WCYV”) shall receive training on the following topics prior to having contact with the residents.
 - A. Juvenile facilities’ Zero Tolerance Policy for sexual abuse and sexual harassment;
 - B. How to fulfill their responsibilities under juvenile facilities’ sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures;

- C. Residents' right to be free from sexual abuse and sexual harassment;
 - D. The right of residents and employees to be free from retaliation for reporting sexual abuse and sexual harassment;
 - E. The dynamics of sexual abuse and sexual harassment at juvenile facilities;
 - F. The common reactions of juvenile victims of sexual abuse and sexual harassment;
 - G. How to detect and respond to signs of threatened and actual sexual abuse and how to distinguish between consensual sexual contact and sexual abuse between residents;
 - H. How to avoid inappropriate relationships with residents;
 - I. How to communicate effectively and professionally with residents including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming residents;
 - J. How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities; and
 - K. Relevant laws regarding the applicable age of consent.
 - L. Refresher training will be conducted every year. The training agenda sheet will be maintained listing topics covered relating to sexual abuse or sexual harassment. A sign in sheet of attendees will be maintained for each training provided including the dates, times and duration of training. Following training, staff, volunteers, and contractors will sign an acknowledgement that they understood the training provided.
18. All eligible students entering the Webb County Youth Village will be enrolled as UISD students (Webb County Youth Village campus) and receive academic services at the Webb County Youth Village through UISD. Any student who has been expelled from any school district prior to placement in the Webb County Youth Village may participate in instructional services offered by UISD at the Webb County Youth Village. When a student is released from the Webb County Youth Village, the student will be withdrawn, and the home campus will be notified of withdrawal.
19. UISD shall each be responsible for State assessment administration during the school year.
- A. UISD shall be responsible for administering all state assessments to those students enrolled at the Webb County Youth Village to include distribution and collection of state assessment materials.
 - B. UISD shall ensure the availability of the following:
 - a. All appropriate answer documents
 - b. Other secured and non-secured test materials such as booklets and test Administrator's manual(s)
 - c. Testing accommodations information as applicable

- C. UISD shall be responsible for providing trained test administrators to those students at the Webb County Youth Village.
 - D. State assessment training will be provided to UISD teachers by UISD staff.
 - E. Juvenile Department will provide additional guards during testing if need arises.
20. UISD will communicate with other UISD District Administrators, or designee, as to any student having a prescriptive educational plan in order to ensure the educational plans of the student.
 21. The parties understand that the Webb County Youth Village 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 Webb County Youth Village and grades achieved during that time.
 22. UISD shall provide all instructional materials, such as state-adopted textbooks. All instructional materials shall be approved by the UISD DISTRICT ADMINISTRATOR, or designee, before being purchased.
 23. UISD personnel shall have the right to enter the area of the Webb County Youth Village where instructional services are being provided for purposes of evaluating the UISD employees assigned to the Webb County Youth Village and the UISD delivered instructional program.
 24. JUVENILE DEPARTMENT shall provide adequate classroom facilities and equipment at the Webb County Youth Village. The classrooms provided by JUVENILE PROBATION at the Webb County Youth Village 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 Webb County Youth Village. In addition, the JUVENILE DEPARTMENT will provide a 1 Gigabit Speed Internet Connection to be available at the computer lab(s), library, and classrooms for teacher and student use. The 1 Gigabit speed internet connection will also be used by the wireless (WiFi) network for Teacher and student use.
 25. JUVENILE DEPARTMENT shall provide adequate office space for UISD personnel to perform their duties while assigned to Webb County Youth Village. The office(s) provided by JUVENILE PROBATION at the Webb County Youth Village shall be well-lighted and temperature controlled, and JUVENILE DEPARTMENT shall provide all necessary equipment found in a typical office setting. In addition, the JUVENILE DEPARTMENT will provide a 1 Gigabit Speed internet connectivity for UISD staff.
 26. UISD shall order and pay for all office/classroom supplies needed for the instructional services provided at the Webb County Youth Village. Teachers assigned to the Webb County Youth Village must clear all movies, videos, incentives, and non-textbook reading material with the UISD DISTRICT ADMINISTRATOR, or designee, so that the extra "Academic materials" do not serve to encourage negative behaviors in the students attending classes.

27. JUVENILE DEPARTMENT shall provide on-site personnel assistance and support at the Webb County Youth Village 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 Webb County Youth Village not in conflict with policies of UISD and each student's behavior management plan.
28. When a substitute teacher is needed, a district paraprofessional will be assigned to the JUVENILE DEPARTMENT to substitute for teachers during their absence. JUVENILE DEPARTMENT understands and agrees that when UISD teachers assigned to the Webb County Youth Village are required to attend specialized training, substitutes shall be hired and assigned to the Webb County Youth Village as appropriate.
29. JUVENILE DEPARTMENT shall provide a sufficient number of qualified staff members at the Webb County Youth Village to supervise eligible students during the teacher's 60 minute conference period and 30 minute duty free lunch each school day as well as the 5 or 20 minute transition time between blocks.
30. JUVENILE DEPARTMENT shall be responsible for transitioning each eligible student at the WEBB COUNTY YOUTH VILLAGE to and from the classroom and for ensuring that each eligible student attends classes on time.
31. UISD shall provide breakfast and lunch for all eligible students at the Webb County Youth Village during the regular Academic school year. JUVENILE DEPARTMENT shall provide all meals for eligible students at the Webb County Youth Village during weekends and summer time. Breakfast and lunch will be made available to assigned UISD staff.
32. UISD personnel will be responsible for registering, withdrawing, and attendance recording of students.
33. JUVENILE DEPARTMENT shall be responsible for the general maintenance and cleanup of the classroom area at the Webb County Youth Village. Teachers assigned to the Webb County Youth Village shall submit work orders for any repairs in accordance with county procedures.
34. JUVENILE DEPARTMENT shall allow all teachers assigned to the Webb County Youth Village access to a copy machine and use of computers and any other audio-visual equipment which is currently available at the Webb County Youth Village for classroom instruction.
35. JUVENILE DEPARTMENT shall neither have nor exercise any control over the direction of the specific instructional methods which the teachers assigned to the Webb County Youth Village may use in the performance of educational services but will collaborate with and provide guidance for effective strategies to UISD staff.

36. JUVENILE DEPARTMENT shall repair or replace any equipment and/or materials purchased by UISD which has been lost, damaged, or stolen as a result of fire, theft, or other natural disaster.
37. All Parties understand and agree that no funds shall be exchanged between UISD and JUVENILE DEPARTMENT for any of the services described in this Agreement.
38. All 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.
39. The validity of this Agreement, the terms or provisions, and the rights and duties of the parties here to shall be interpreted and construed pursuant to and in accordance with the laws of the State of Texas.
40. Class instruction at the Webb County Youth Village shall coincide with the UISD school year calendar. School calendars shall be provided to the Webb County Youth Village at the beginning of each school year for easy reference to school holidays, teacher in service-days, etc.
41. All 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, the JUVENILE DEPARTMENT shall obtain from the students and/or the students' parents or legal guardian the necessary authorization for release of information between all parties and JUVENILE DEPARTMENT. When appropriate authorization is obtained, all parties shall cooperate in providing information to the other which is relevant and reasonably necessary for the performance of this agreement.
42. All 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 48 hours 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, the 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 certification is required, has direct contact with children. The term "professional" includes teachers, nurses, doctors, daycare 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 purpose of conducting a criminal investigation of the report.

43. All Parties understand and agree that this Agreement shall become effective immediately upon execution by all parties and shall remain in effect until cancelled by written notice from one party to the other. All parties understand that this Agreement may be cancelled at any time by any party for any reason. This Agreement may not be modified except in writing, signed by an authorized representative of each party.
44. The District shall be the sole recipient of any and all funding entitlements and allotments pursuant to Chapter 42 of the Texas Education Code. Further, the District shall be the sole recipient of any and all funding entitlements and allotments pursuant to Federal and state law concerning the education of students.
45. All 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 _____ 20_____.

UNITED INDEPENDENT SCHOOL DISTRICT

Roberto J. Santos, Superintendent

WEBB COUNTY JUVENILE BOARD

Chairman Hugo D. Martinez