MEMORANDUM OF UNDERSTANDING

BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AND

THE TEXAS JUVENILE JUSTICE DEPARTMENT RE: WILLOUGHBY HOUSE

THE STATE OF TEXAS §

§

COUNTY OF TARRANT §

THIS AGREEMENT is made and entered into by and between the Fort Worth Independent School District, 100 N. University Dr. Fort Worth, TX 76107 (hereinafter the "District") and the Texas Juvenile Justice Department (hereinafter "TJJD"), 11209 Metric Blvd. Bldg. H, Austin, TX 78758 for Willoughby House, located at 8100 West Elizabeth Lane, Fort Worth, Texas 76116.

WITNESSETH

WHEREAS, the Willoughby House, hereinafter referred to as "TJJD Facility," is a residential facility for delinquent youth located within the District and operated by TJJD, an agency of the State of Texas, that provides 24 hour care, control, and custody for individuals between the ages of 10 and 19 years; and

WHEREAS, the Texas Education Code requires the District to provide admission to its schools to students that are over five years of age and younger than 21 years of age and who reside in a residential facility located in the District; and

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

WHEREAS, the District and TJJD desire to cooperate in the planning, development, and implementation of mutually supportive services within their respective spheres of authority and responsibility for students at the TJJD Facility, in order to conserve public funds and promote efficiency in the rendering of services; and

NOW, THEREFORE, pursuant to the Texas Government Code §2155.143 and Human Resource Code, Title 12, Chapter 242 and 244, for mutual consideration of the covenants herein expressed, the District and TJJD agree as follows:

I. TERM AND APPLICATION

A. Upon approval of the District's Board of Trustees and execution of this Agreement by both parties this Agreement shall remain in full force and effect for the term of three years, ending June 30, 2017.

B. Either party may terminate this Agreement, with or without cause, upon delivery of written notice of termination to the other party at least thirty (30) days before the date of termination.

II. STUDENT EDUCATION

A. Each student residing at the TJJD Facility shall be eligible to participate in instructional services of the District, pursuant to District and TJJD 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 TJJD Facility, will receive instruction in the general curriculum of the District. The schedule of instruction shall be commensurate with the District's school day and academic calendar.

B. Upon enrollment, instructional programming for students receiving educational services at the TJJD Facility will be provided by the District and will be in accordance with the Texas Education Code, Texas Education Agency 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), the No Child Left Behind Act , including requirements for English as a Second Language (NCLB-ESL), if applicable, the Family Education Rights and Privacy Act (FERPA) and other applicable federal regulations.

C. The eligibility of each student for special education and related services, including Extended School Year (ESY) services shall be determined individually by admissions review, and dismissal (ARD) / individual education plan (IEP) committee. Each student eligible for special education and related services under IDEA shall be provided special education and related services in accordance with the IEP developed by the student's ARD/IEP committee.

III. STUDENT DISCIPLINE

A. TJJD Facility students will follow the TJJD Facility rules of conduct when receiving educational instruction by the District at the TJJD Facility. The TJJD Facility Administrator and District representative will develop a classroom behavior management plan that may include provisions for temporary removals of a student from class and that will address the provision of educational services during that removal.

B. The District will promptly notify the TJJD Facility staff of any disciplinary matters involving a student. TJJD Facility staff will address disciplinary matters of a student reported by the District according to the classroom behavior management plan and the TJJD behavior management program.

IV. INSTRUCTIONAL FACILITIES

A. Student services provided at the TJJD Facility will be conducted in classrooms designed for that purpose.

B. TJJD will ensure that classroom facilities meet the Texas Education Agency (TEA) regulations. Classroom space provided at the TJJD Facility will be comparable to the District's classrooms and will contain chalk/dry erase boards. TJJD 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.

C. TJJD will provide lockable storage, lockable file cabinets, bookcases, and furniture appropriate for individualized instruction and safeguarding student records held at the TJJD facility. The District will be responsible for ensuring that all records maintained in storage structures designated for District use at the Facility are properly secured for the safekeeping of student records. The District will provide instructional equipment as may be necessary for appropriate instruction of students at the TJJD Facility.

D. TJJD will provide District staff access to an office/conference room with phone service and internet access. TJJD shall provide copying capabilities at no cost to the District staff in the performance of their duties at the TJJD Facility. The District will provide copy paper for district staff members.

E. TJJD shall ensure that all areas of the TJJD Facility comply with fire, safety and health standards to which TJJD facilities are subject. TJJD shall furnish a copy of the State Fire Marshal's inspection report determining TJJD's compliance with fire codes applicable to TJJD.

F. The District's Designee and the TJJD Administrator will mutually establish the procedures for the District and TJJD staff to follow in use of the classrooms and office areas at TJJD.

G. The District designee shall be notified in writing at least thirty (30) days before building structural changes are made to any classrooms or support areas unless emergency conditions dictate otherwise.

V. DUTIES OF TJJD FACILITY

A. The TJJD Facility shall designate and provide the District with written notification of the name and contact information for the staff person who will act as the responsible TJJD liaison with the District.

B. The TJJD Facility will notify the District of admission of a student at the facility within three business days of the admission.

C. The TJJD Facility shall assign and have available in the TJJD Facility classroom area at least one qualified personnel to ensure the safety of students and teachers and for immediate crisis intervention at all times.

D. The TJJD Facility shall provide adequate support staff to ensure safe transfer of students to and from their assigned classrooms at all times and to perform duties such as dressing the students, assisting students on and off school buses, cooperating in District behavior management of students, taking charge of and arranging unscheduled transportation for a student who becomes ill during school, and providing notification to the appropriate District campus or administrator when a student is unable to attend school. The TJJD Facility shall provide supervision to all TJJD Facility students during state-mandated teacher duty-free lunch periods.

E. The TJJD Facility staff shall be responsible for assuring that all students arrive to class on time and bring all necessary materials for full participation in classes. The TJJD Facility shall supply students with all materials and school supplies required and ordinarily provided by the parents and guardians of students enrolled in the District. The TJJD Facility shall ensure that the student's 16-hour schedule allows for supervising students in the completion of any homework assignments.

F. The TJJD Facility staff shall attend ARD committee meetings for students residing at TJJD, as appropriate, based on each student's individual needs. The TJJD Facility will assist the District with obtaining all records and information necessary for the enrollment of students in the District, as required by the Texas Education Code "Requirements for Enrollment" Texas Education Code Section 25.002 and with obtaining information from parents, previous school districts, or other agencies which regard any student's suspected disability in satisfaction of the District's "Child Find" procedures, as required by federal and state law.

G. The TJJD Facility shall provide all medical care and treatment services to each student including administering all medications and respiratory therapy. TJJD shall provide each student with dental care, nursing and pharmacy services, food, and nutrition services. The provision of services by TJJD does not relieve the District's responsibility to ensure students receive related services, as recommended by an ARD Committee for students receiving special education services. TJJD shall assist in providing these services in the interest of efficiency.

H. The TJJD Facility Administrator, whenever feasible, shall notify the Designee in writing at least thirty (30) days before any major changes in programs are made.

I. The TJJD Facility shall provide in-service instruction to all District personnel providing classroom instruction at the TJJD Facility in the safe evacuation of students and staff in the event of fire or other catastrophes at the TJJD Facility.

VI. DUTIES OF THE DISTRICT

A. The District shall designate and provide the TJJD Facility with written notification of the name and contact information for the staff person who will act as the responsible District liaison with the TJJD Facility.

B. The District shall provide instruction for enrolled students while maintaining the social patterns of school attendance and performance during the student's residence at the TJJD Facility.

C. The District shall assure that the instructional program complies with District policies, Texas Education Agency Rules, federal and state statutes and regulations. In the event the District determines it cannot provide a student with instructional programming that meets the graduation plan of the student or instructional programming that complies with state and federal regulations at the TJJD facility, the student may receive instructional programming at an alternative District facility agreed upon by the parties as better suited to meet the student's

educational needs. In such instances, transportation of such student to and from any other facility shall be the responsibility of TJJD, unless otherwise required by applicable law.

D. The District shall choose and supply the curriculum for each course taught at the TJJD Facility. The District shall have no obligation to keep students on their former education schedules.

E. The District shall provide all necessary state-adopted textbooks for use by TJJD Facility students. All instructional materials must be approved by the District's curriculum specialists, or their designees, before being purchased. TJJD shall be responsible for the cost of lost or destroyed state-adopted textbooks regardless of fault.

F. The District will maintain individual achievement records for each student and furnish official withdrawal records to TJJD and, upon request, to future schools in which the former TJJD Facility students enroll, after withdrawal.

G. The District shall issue grade reports of courses in progress and (when applicable) course credits and shall recommend appropriate academic/grade or instructional/grade placement for each student who is released from the TJJD Facility.

H. The District shall assign general education, ESL, and special education teachers as needed to meet graduation requirements and educational needs of students residing at the TJJD Facility.

I. The District shall be responsible for providing FAPE to each student with a disability who qualifies for services under IDEA, pursuant to an ARD/IEP developed by each student's ARD committee. Such services include specially designed instruction and related and supplemental services determined necessary for eligible students with disabilities, pursuant to IDEA and state law.

J. If a child with a disability has an active ARD/IEP that was in effect in the previous school district, the District shall provide services comparable to those described in the student's ARD/IEP from the previous school district, until the District has developed or adopted an ARD/IEP for the student or conducted additional assessments.

K. Pursuant to 34 CFR 300.321(a)(6), the District shall include the facility administrator or designee on the ARD/IEP Team as an individual who has knowledge or special expertise regarding the child. The District will ensure that the Facility liaison is notified and provided all documents necessary for the full participation in all ARD/IEP Team meetings for TJJD Facility students eligible for special education services.

L. The District shall conduct full and individual initial evaluations of students suspected of having a disability, as required by federal and state law concerning the education of students with disabilities. The District shall conduct re-evaluations of students eligible for special education services as required by federal and state law concerning the education of students with disabilities.

M. The District shall provide an appropriate educational placement for each student eligible for special education, considering all available information regarding the educational needs of the student, including non-educational needs that may restrict the ability of the District to serve the student on a District campus or at the TJJD Facility.

N. The District will be responsible for assignment and training of surrogate parents for all TJJD Facility students for whom a surrogate parent must be appointed under federal and state law concerning the education of students with disabilities. Training of surrogate parents will follow guidelines established by the TEA.

O. The District will issue report cards and ARD/IEP progress reports to the TJJD Facility Liaison, students, and their parents or surrogate parent at the same intervals as all other students in the District.

P. The District will provide material and training necessary for the TJJD personnel to complete the enrollment, referral and/or transfer information as required.

Q. The District will provide eligible students the opportunity and resources to prepare and take all state-mandated assessments and prepare for the general educational development examination (GED).

R. The Texas Juvenile Justice Department has a zero-tolerance policy for any form of sexual abuse, sexual Harassment, or sexual activity involving youth in the agency's care, under 37 Texas Administrative Code 380.9337. All District employees, volunteers, and contractors providing student services at the TJJD facility agree to be trained on their responsibilities under this policy and other appropriate TJJD rules and regulations.

S. All District employees, volunteers, and contractors providing student services at the TJJD facility agree to be trained on the Prison Rape Elimination Act (PREA), 42 U.S.C. §15601, et. Seq., incorporated herein for all purposes. The District shall acknowledge its receipt of the "PREA and Preventing Sexual Misconduct Overview" attached hereto as Exhibit A by completing the acknowledgement form on the last page of Exhibit A and submitting it to Contract Specialist via email suzi.rowan@tjjd.texas.gov or fax 512-490-7252.

VII. PERSONNEL

A. All instructional personnel shall be recruited and employed by the District following the District's personnel policies. Personnel assignments shall be made by the District Superintendent, who also may reassign personnel for any lawful reason as determined by the Superintendent. Recommendations regarding such assignment and reassignment may be made by the District Designee for the Superintendent's consideration.

B. The District will provide TJJD with the name of all District employees assigned to the TJJD Facility prior to assignment to the facility. TJJD will obtain fingerprints for all District employees to enable the agency to complete a criminal history and

background check on all District employees assigned to the TJJD Facility as required by Human Resources Code §42.056. The TJJD Facility may seek a waiver of the criminal history and background check requirement from the TJJD Executive Director, if information is provided that the District has completed a criminal history and background check that complies with requirements of Human Resources Code §42.056. TJJD will pay the costs associated with any fingerprinting, criminal history, and background check completed by the agency. The District will not assign to the TJJD Facility individuals who are not acceptable to the District and TJJD, based upon a review of such national criminal history record information or any subsequent findings made that the individual has confirmed allegations of abuse, neglect, or exploitation.

C. All instructional personnel, employed by the District and assigned to the educational program at the TJJD Facility shall be under the supervision of the District designee. The District Designee is responsible for supervision of personnel and programs. All District assignments shall adhere to the teaching schedules and other assignments established by the District Designee.

D. All instructional personnel, employed by the District and assigned at the TJJD Facility shall hold the appropriate certifications, qualifications or permits required by the TEA. Official copies of certifications shall be filed at the District Administration building.

E. All instructional personnel employed by the District and assigned at the TJJD Facility, shall be evaluated by District with the state of Texas approved instrument designated by their assignment. At any time, the TJJD site administrator may communicate with the District Designee regarding the performance of District personnel assigned to TJJD, however, no member of the TJJD Administration shall have any control or discretion over personnel issues regarding District employees assigned to the TJJD Facility.

F. All instructional personnel employed by the District and assigned at the TJJD Facility shall attend the staff development planned by the District. Teacher

assistants employed by the District and assigned at the TJJD Facility will attend staff development appropriate to their duties.

G. The schedule of teaching days, in service training, teacher workdays, holidays, and bad weather days of the District instructional personnel assigned at the TJJD Facility shall correspond to the official calendar of the District.

H. The TJJD Facility Administrator, or his designee, will promptly report to the District any allegation of abuse, neglect, or exploitation or other complaint reported by Facility students or staff against District personnel. Investigation of such allegations or complaints will be conducted as required by state law and agency policy. The Facility Administrator or his designee will inform the District of the determination of any investigation, and convey its recommendations for action to the District. TJJD will permit the District to complete its own investigation, in accordance with District policies and shall take all actions necessary to support such independent investigation. Any disciplinary action taken against a District employee in response to such investigation and recommendation shall be in the sole discretion of the District.

VIII. MAINTENANCE AND CONFIDENTIALITY OF STUDENT RECORDS

A. The District and TJJD administrators and professional employees shall share student information and records to the extent that it applies to the performance of the terms of this Agreement. All District and TJJD staff will comply with all state and federal laws regarding the confidentiality of student and TJJD youth information.

B. Student eligibility folders containing documents for audit under Texas Education Agency rules shall be maintained by the District. Such folders shall be made available for examination subject to state and federal law concerning the confidentiality of student educational records.

C. TJJD shall provide a secure space accessible only by the District personnel for the storage of confidential educational records.

IX. GENERAL TERMS

A. 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 with disabilities.

B. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the parties hereto.

C. In the performance of this Agreement, it is mutually understood and agreed that the District and its employees are at all times acting and performing as independent service providers with, and not as employees, joint ventures, or agents of TJJD. TJJD shall neither have nor exercise any control or direction over the specific methods or judgment by which the District shall perform their educational services hereunder. This agreement does not create an employment relationship between District employees and TJJD. TJJD shall not be liable in any way for any compensation, wages or expenses of District personnel in connection with providing services to the student's residing at TJJD. District personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that TJJD provides for its employees, including workers' compensation insurance, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of the District.

D. Any participation in a TJJD program by a District employee after the end of or outside of the District's scheduled school hours, whether on a paid or volunteer basis, shall be considered outside the scope of the employee's District employment. TJJD will provide supervision for its staff and volunteers, during all times they are performing duties associated with the TJJD programs, regardless

of the time of day or the location where the duties are performed, and the District shall in no event be responsible for the actions of persons not deemed in its employ at the time of such actions.

E. In the performance of this Agreement, it is mutually understood and agreed that TJJD and its employees are at all times acting and performing as independent service providers with, and not as employees, joint ventures, or agents of the District. The District shall neither have nor exercise any control or direction over the specific methods or judgment by which TJJD provides services to students at TJJD. This agreement does not create an employment relationship between TJJD employees and the District. The District shall not be liable in any way for any compensation, wages or expenses of TJJD personnel in connection with providing services to the student's residing at TJJD. TJJD personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees, including workers' compensation insurance, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of the TJJD.

F. Nothing in this Agreement shall be deemed to relinquish, waive, modify or amend any immunity or legal defense available at law or in equity to TJJD, the District, or their respective trustees, officers, employees and agents. Neither the District nor TJJD waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.

G. Nothing in this Agreement shall be deemed to extend or increase the jurisdiction or authority of either TJJD or the District except as necessary to give effect to this Agreement. All the governmental functions and services of TJJD shall be and remain the sole responsibility of TJJD. All governmental services and functions of the District shall be and remain the sole responsibility of the District.

H. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.

I. No waiver by either party or any default of the other this Agreement shall operate as a waiver of any future or other default whether of a like or different character of nature.

J. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

K. Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. The addresses of the parties are as stated in the introductory paragraph of this memorandum of understanding.

X. RESOLUTION OF DISPUTES

A. Resolution of disputes concerning implementation of this MOU must first be attempted at the staff level by the designated liaisons for the District and the

TJJD Facility. If resolution is not reached after a reasonable period of time (not to exceed 45 calendar days unless the District and TJJD agree otherwise), the dispute will be referred to the respective executive officers, or their designees for further negotiation.

B In any legal action arising under this Agreement, the laws of the State of Texas shall apply and venue will be Tarrant County, Texas.

XI. REVIEW OF MEMORANDUM

The memorandum of understanding shall be reviewed annually on or before renewal date. Proposed modifications must be submitted in writing to the District Superintendent and to the Texas Juvenile Justice Department Education Department, Manager of Reentry Programs and Support.

By signing below, you certify that you have been authorized by the governing body of your respective entity, at a duly called and conducted meeting held in accordance with chapter 551 of the Texas Government Code, to execute the above Memorandum of Understanding.

Agreed as indicated by the signatures below:

David Reilly,
~~Interim~~ Executive Director
Texas Juvenile Justice Department
Date: 10/2/14

Michael Jones for Patricia Linares
Interim Superintendent
Fort Worth Independent School District

Date:

APPROVED AS TO FORM

TJJD Staff Attorney

Fort Worth ISD attorney