



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER <#CourtOrderNumber#>

PAGE 1 OF 18

DATE: 1/28/2025

SUBJECT: CONSIDERATION OF A CONTRACT RENEWAL BETWEEN TARRANT COUNTY AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT TO PROVIDE TEACHING SERVICES FOR THE 2024-2025 SCHOOL YEAR AT THE TARRANT COUNTY JUVENILE JUSTICE ALTERNATIVE PROGRAM

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a contract renewal between Tarrant County and the Fort Worth Independent School District (FWISD) to provide teachers and instructional support for the 2024-2025 school year at the Tarrant County Juvenile Justice Alternative Program (JJAEP).

BACKGROUND

Since the 2000-2001 school year, Tarrant County has entered into annual contracts whereby FWISD supports and maintains the instructional program for Tarrant County JJAEP.

On October 3, 2023, the Commissioners Court, through Court Order #141879, approved the most recent contract with FWISD to provide teachers, educational coordination, instruction support and special education instruction at the JJAEP for school year 2024-2025. The effective date of the contract renewal is September 1, 2024, through August 31, 2025, at an amount not to exceed \$610,547.38.

If approved, this contract establishes the obligations of each entity to provide teacher and instructional support for the 2024-2025 school year.

This contract renewal has been approved as to form by the Criminal District Attorney's Office. In addition, this contract renewal was approved by the Tarrant County Juvenile Board on September 18, 2024 and was approved by the FWISD School Board on December 10, 2024.

FISCAL IMPACT

Funding in the amount of \$610,547.38 is provided by the Texas Juvenile Justice Department in Grant-2004 / P0027-2025 JJAEP Reimbursements / 2610115000 JJAEP / 569011 Professional Services.

SUBMITTED BY	Juvenile Services	PREPARED BY:	Christina Mayo
		APPROVED BY:	Riley Shaw



STATE OF TEXAS
COUNTY OF TARRANT

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**JUVENILE SERVICES CONTRACT
FOR TEACHING SERVICES
WITH FORT WORTH ISD**

BACKGROUND

The Juvenile Services Contract for Teaching Services with Fort Worth ISD ("Contract") is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas, hereinafter referred to as ("PROVIDER"), for the provision of carrying out requirements of Chapter 37 of the Texas Education Code, and it incorporates the same as if fully set out herein. The COUNTY and PROVIDER desire to enter this Contract, whereby the PROVIDER will support and maintain the instructional program for the Tarrant County Juvenile Justice Alternative Education Program, hereinafter referred to as ("JJAEP"). The Commissioners Court finds that this serves a public purpose for Tarrant County Juvenile Services, hereinafter referred to as ("TCJS") to execute its mandated responsibility to operate the JJAEP, in Tarrant County, Texas.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER will supply and/or perform the following:

- 1.1 One (1) Coordinator of Educational Services;
- 1.2 Three (3) full-time certified teachers;
- 1.3 One (1) full-time certified special education teacher;
- 1.4 If it becomes necessary to add additional teachers to maintain a teacher-student ratio of 1:24, this Contract amount may be increased to that extent;
- 1.5 PROVIDER will be fully responsible to ensure that the program meets all educational instruction requirements and meets all reporting and documentation requirements pursuant to all federal, state, and local laws, including special education requirements per the Memorandum of Understanding. A copy of said MOU is attached hereto as "*Attachment "A"*" and is incorporated herein for all purposes; and
- 1.6 PROVIDER will designate the Coordinator of Educational Services and COUNTY will designate Mr. Jesus Reyes, JJAEP Administrator, 3131 Sanguinet, located in Fort Worth, TX 76107, Phone: 817-255-5022, as coordinator. In the event said person, for whatever reason, ceases to be the liaison or coordinator, the party represented thereby will immediately designate a new (or interim) liaison or coordinator and will notify the other party of such designation. The liaisons/coordinators will work together to ensure the effective communication necessary to this joint effort.

2 TERM

This Contract will begin on September 1, 2024 and concludes on August 31, 2025. The instructional day will be a minimum of seven hours. The length of the school year will be 180 days with an optional 35 days for the summer session.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluation on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

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- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:
- 3.2.1 Provide an instructional program that allows students to perform at grade level with a one year level of student academic progress in the areas of reading and math, for one year of instruction.
 - 3.2.2 Provide a counseling and behavioral component to address student behaviors and needs, while promoting pro-social skills, self-sufficiency, self-discipline, and family involvement.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
- 3.3.1 Provide, supervise and evaluate Coordinator(s) of Educational Services, 3 certified teachers, 1 certified special education teacher, and daily coverage for up to 215 school days.
 - 3.3.2 Provide 4 core academic subjects, Computer Lab, and GED quality curriculums and instruction.
 - 3.3.3 Coordinate, organize and administer state mandated testing, including TAKS, IOWA Test of Basic Skills, STAAR and End of Course.
 - 3.3.4 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:
- 3.4.1 Overall student progress is a minimum of ½ grade level per 90 day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing.
 - 3.4.2 Maintain a minimum of 85% successful program completion rate.
 - 3.4.3 Achieve a minimum of 80% daily attendance rate.

4 COST

COUNTY will pay not more than \$610,547.38 pursuant to this Contract for reimbursement of teacher expenses. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed in accordance with this Contract;
- 4.2 PROVIDER will send monthly invoice to Tarrant County Juvenile Services, ATTN: Jesús Reyes, 3131 Sanguinet St., Fort Worth, TX 761107 or jreyes@tarrantcountytx.gov
- 4.3 PROVIDER understands that PROVIDER is responsible for any other expenses or services incurred by PROVIDER or other agencies in performing its services under this Contract; and
- 4.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in JJAEP, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:

7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office); and

7.1.2 Texas Juvenile Justice Department, hereinafter referred to as "TJJD", by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

7.1.3 TCJS to facsimile number 817-838-4646.

7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

7.3 The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

11 DISCLOSURE OF INFORMATION

11.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to Chief Probation Officer at 817-838-4643.

11.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities related to the services under this Contract;

11.1.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER providing services under this Contract that has direct contact with the juveniles;

11.1.3 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

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- 11.1.4 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
 - 11.1.5 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - 11.1.6 The identify of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 11.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER providing services under this Contract, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

12 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

13 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without the prior written consent of COUNTY.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the contract or the proceeds thereof.

15 DEFAULT

- 15.1 COUNTY may, by written notice of default to PROVIDER, terminate the whole or any part of this Contract as it deems appropriate, in any of the following circumstances:
 - 15.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
 - 15.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms;
 - 15.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.
- 15.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future.

16 COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

17.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, upon giving notice to the PROVIDER.

17.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

18 TERMINATION

18.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

18.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

18.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

18.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

18.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

19 PARTIES ADDRESSES

COUNTY
Judge Tim O'Hare
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, TX 76196

PROVIDER
Dr. Karen Molinar
Interim Superintendent, Fort Worth ISD
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, or subcontractors against COUNTY.

21 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to insure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Contract, party's agent, or party's employee, otherwise provided by law.

22 REPRESENTATION AND WARRANTIES

22.1 PROVIDER hereby represents and warrants the following:

22.1.1 That it has all necessary right, title, license and authority to enter into this Contract;

22.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

22.1.3 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJJ administrative rules regarding abuse, neglect, and exploitation allegations; and

22.1.4 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJJ website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

23 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

24 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

25 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

25.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJJ, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

25.2 The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified Goals and Outcomes. Said Goals and Outcomes, if applicable, are published and attached hereto, and directly relate to program objectives as required by the Texas Human Resources Code Section 141.050(b). Goals and Outcomes may be periodically revised. Failure to comply with this requirement will be treated as a default. (**Attachment "B" – Goals and Outcomes**)

25.3 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "C" - Family Code 231.006**)

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- 25.4. PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJJ for juvenile boards, juvenile probation departments and their subcontractors.
- 25.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the *Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "D")*, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 25.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 25.7 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJJ, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration. County shall be responsible for all expenses associated with such an audit.
- 25.8 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 25.9 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

26 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

27 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

28 AMENDMENTS

- 28.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

29 DISCLOSURE OF INTERESTED PARTIES

The Fort Worth Independent School District acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the ____ day of _____, 2024, by Commissioners Court Order Number _____

FORT WORTH INDEPENDENT SCHOOL DISTRICT

This Contract was formally approved by Fort Worth Independent School District, the entity authorized to bind FORT WORTH INDEPENDENT SCHOOL DISTRICT, by action on December 10, 2024.

Signed by:
Signature: *Karen Molinar*
721C4470C4BA4E3...

Name: Dr. Karen Molinar
TITLE/ENTITY : Interim Superintendent, Fort Worth ISD
ADDRESS: 7060 Camp Bowie Blvd
Fort Worth, Texas 76116
PHONE: 817-84-2000 | www.fwisd.org

Signed by:
Mohammed Choudhury
8129C81585BB455...
Mohammed Choudhury
Deputy Superintendent of Learning and Leading

Signature: *R Martinez*

Name: Roxanne Martinez


Title: School Board President - FWISD

Date: December 11, 2024

TARRANT COUNTY JUVENILE BOARD:

This Contract was formally approved by the Tarrant County Juvenile Board, the entity authorized to bind

TARRANT COUNTY JUVENILE BOARD, by vote in public, posted meeting on 9/18/2024.

SIGNATURE:  _____

NAME: Alex Kim, 329rd District Court

TITLE/ENTITY: Juvenile Board Interim Chair

ADDRESS: 2701 Kimbo Road

Fort Worth, TX 76111

PHONE: 817-838-4600

TARRANT COUNTY, TEXAS:

This Contract was formally approved by the Tarrant County Commissioners Court, the entity authorized to

bind TARRANT COUNTY, TEXAS, by vote in public, posted meeting on _____.

SIGNATURE: _____

NAME: Tim O'Hare

TITLE/ENTITY: Tarrant County Judge

ADDRESS: 100 East Weatherford Street

Fort Worth, TX 76196-0101

PHONE: 817-884-1441 FAX: 817-884-2793

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$610,547.38:**

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

GRANT-2004/P0027-2025/2610115000/569011

James Marwin Nichols
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Attachment "A"

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM IN TARRANT COUNTY MEMORANDUM OF UNDERSTANDING

Term of Agreement: August 1, 2024 – July 31, 2025

**TARRANT COUNTY JUVENILE BOARD
TARRANT COUNTY JUVENILE SERVICES
TARRANT COUNTY PUBLIC SCHOOL DISTRICTS
TARRANT COUNTY JUVENILE COURT**

This memorandum of understanding (MOU) is entered into pursuant to Chapter 37, Texas Education Code, by and between certain Texas public school districts in Tarrant County ("Districts"), as indicated by the signatures of their representatives to this Memorandum hereinbelow and the Juvenile Board of Tarrant County.

WHEREAS, Tarrant County, Texas has a population greater than 125,000, and therefore, the Tarrant County Juvenile Board is required to develop a Juvenile Justice Alternative Education Program (JJAEP) subject to the approval of the Texas Juvenile Justice Department; and

WHEREAS, the Districts of Tarrant County desire to participate in and positively support the Program.

NOW, THEREFORE, the Districts and the Juvenile Board, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth herein, agree as follows:

1. **Subject Of Agreement:** The Juvenile Board, in cooperation with the Districts, will provide the juvenile justice alternative educational programming as specified in Chapter 37, Texas Education Code, either through the direct provision of services or through a contractual agreement with an education provider. The programming will be managed by Tarrant County Juvenile Services ("TCJS"), subject to the oversight of the Juvenile Board. TCJS and its authorized representatives and employees shall be the contact point for the districts regarding JJAEP matters.

2. **School Districts:** The Juvenile Board will offer JJAEP services for the benefit of any school district located, in whole or in part, in Tarrant County, Texas, for students of the district who reside in Tarrant County or whose managing conservator, joint managing conservator, or possessory conservator reside in Tarrant County. The districts include:

Arlington
Azle
Birdville
Burleson
Carroll
Castleberry
Crowley
Eagle Mountain-Saginaw
Everman

Fort Worth
Grapevine-Colleyville
Hurst Euless Bedford
Keller
Kennedale
Lake Worth
Mansfield
Northwest
White Settlement

3. **Location:** The JJAEP will be provided in a facility operated and maintained by Tarrant County, Texas or through a contractual agreement with an education provider. Facilities must comply with all applicable federal, state, county and city regulations.
4. **Enrollment:** Texas Education Code, Chapter 37.010 (a) requires that every expelled student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. The JJAEP will provide services to students expelled under the mandatory expulsion criteria in Chapter 37.007, (a), (d), or (e), or who are ordered to attend the JJAEP by the Juvenile Court.

The JJAEP will also provide services to students grade levels 6th – 12th or ages 12 – 17 expelled under the discretionary expulsion criteria in Chapter 37.007 (b), (c), or (f), and who are referred to the JJAEP by a school district. Discretionary referrals will be accepted on an as space is available basis.

Each District will provide the Director of TCJS a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year. (Attachment A)

The Juvenile Board will provide JJAEP services to expelled students who are less than eighteen (18) years of age. Students referred eighteen (18) years of age or older will be reviewed for admission on an individual basis and will be admitted or denied at the sole discretion of the Director of TCJS. The JJAEP will be required to begin enrollment proceedings within two (2) working days of receipt of referral, and the student will attend the JJAEP within five (5) working days of the initiation of enrollment proceedings. Upon expulsion to JJAEP, parents electing to place their child in a private or home school will be required to meet with a TCJS Probation Officer for intake and will provide private school information or home school curriculum information to the Probation Officer. The Probation Officer will review the terms of the expulsion order and all applicable terms of probation. If the District Court does not intervene by ordering this student to attend the JJAEP, then TCJS will notify the District liaison of the parent's decision to place their child in private or home school.

5. **Referral:** If a student is expelled under the mandatory or discretionary Title 5 felony expulsions provisions, the referral to TCJS requires a law enforcement report. If a student is removed to the JJAEP under the registered sex offender provision, the referral to TCJS requires official documentation of this registration. All referrals should be completed on the "Independent School District Removal and Expulsion Notification to Tarrant County Juvenile Services" form with the following attachments: expulsion order, sending school withdrawal form with grades, recent report card, TEA withdrawal form, status of LEP if applicable and any accompanying documentation regarding testing exemptions, high school transcript, TAKS/STAAR/EOC test profile sheet, recent TAKS/STAAR/EOC scores, graduation plan, birth certificate, social security, immunization record, special education

records including recent admission review and dismissal (ARD) report, manifestation determination (ARD), individual education plan (IEP), modifications necessary for success in general education program, 504 C documents, and psychological assessment.

6. **Reimbursement:** (A) From August 1, 2024 to July 31, 2025, the Juvenile Board will provide an alternative education program for expelled students who meet the criteria of Chapter 37, Section 37.007 (a), (d), or (e), as outlined by the Texas Juvenile Justice Department, including mandatory expulsions when the adjudication petition is not sustained or if the proceeding is dismissed. The state will pay \$86.00 a day for each day of attendance. (B) Each school district that refers a student expelled under Chapter 37.007 (b), (c), or (f) or removed under 37.309 will pay \$129.00 a day for every day of attendance. In the event of school closure, due to severe community health issue, disaster, flood or extreme weather condition, said school district will pay \$125 a day during any such closure for up to five (5) school calendar days. Payments will be made within thirty (30) days of receipt of an invoice from TCJS. Districts placing discretionary students in the JJAEP agree up to a 180 days regular school year, and up to a 35 days summer school program.
7. **Due Process:** Students who are expelled from the school district setting will be afforded due process within the respective school district as provided by school district policy and federal and state law.
8. **Notice:** (A) For purposes of this agreement and pursuant to the Texas Family Code, Section 52.041 (e), notice by a school district of an expulsion must be provided to Tarrant County Juvenile Services, 3131 Sanguinet, Fort Worth, Texas 76107, within two (2) working days of the expulsion order. Failure to timely notify Juvenile Services will result in the District's duty to compel the student to continue attending the school district's educational program, which will be provided to that student until such time as the notification to Juvenile Services is properly made. (B) Juvenile Services will provide notification to school districts of action taken regarding expulsion referrals within two (2) working days of the disposition of those cases identified in accordance with Texas Family Code, Section 52.041 (d).
9. **Placement Term:** For each student expelled under mandatory and discretionary expulsion criteria, who is placed in the JJAEP by a District or TCJS, the minimum term of such placement will be coterminous with the term of the student's expulsion from school. The minimum placement in JJAEP will be 60 successful days of attendance and appropriate behavior. The maximum placement shall be twelve (12) months only for weapons offenses. The JJAEP may offer incentives for positive behavior which may include up to a 20-day reduction in the expulsion term. District expulsion orders will require the student to successfully complete all program requirements of the JJAEP. A weekly attendance progress record will be provided to the districts. For each student expelled under the mandatory expulsion criteria who is placed at the JJAEP, the Juvenile Court will consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. 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. The student's assignment at the district of residence will be within the sole discretion of the district of residence.

10. **District Liaison:** The District will appoint a person to coordinate referral and transition services and communications related to the intake, educational programming and the transition back to the district for students who have fulfilled all conditions of expulsion and/or court-ordered placement at the JJAEP.
11. **Transportation:** Transportation of students to the JJAEP is the responsibility of the student and/or their parents. Special Education students' transportation to the JJAEP (as a related service) will be reviewed by the district ARD committee prior to placement and may be provided as determined by District policy. In circumstances where transportation services are provided by the JJAEP, the school district will provide a designated, supervised pick-up and drop-off point for JJAEP students from their district. Tarrant County shall be reimbursed for appropriate transportation expenses as provided by law. The reimbursement terms shall be negotiated by the Board, or its representative, and all applicable school districts, individually or collectively, as appropriate.
12. **Instructional Program:** The JJAEP will provide instruction in English Language Arts, Math, Science, Social Studies, and self-discipline.
13. **Academic Progress Review:** The JJAEP will ensure a review of student's academic progress with each enrolled student and with the student's parent/guardian at every JJAEP grade reporting period (not to exceed six (6) weeks), and at discharge.
14. **Graduation Plan:** The District and JJAEP will ensure the development of a specific graduation plan for each enrolled high school student. The JJAEP will review a student's progress toward meeting high school graduation requirements at the end of every semester. The District will consider work completed and/or course credit earned in the JJAEP as credit earned at a district school.
15. **Special Education/ESL/504 Services:** The JJAEP must be notified in writing and invited to participate in all ARD committee meetings scheduled to consider placement at the JJAEP for a special education student. The District Liaison is responsible for notifying all parties involved. Prior to the ARD, the District will contact the JJAEP Coordinator of Educational Services to discuss the student transition plan. Students with disabilities who are placed in the JJAEP will be afforded education services determined by a duly constituted ARD committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State laws. Both those educational and non-educational services to be provided in accordance with the student's IEP which are not statutorily required to be provided by the JJAEP will be provided by the school

district. The district will be responsible for annual ARDs, three-year re-evaluation ARDs, and assessments.

The JJAEP provider may request in writing to the District Liaison the evaluation of a JJAEP student to review or determine the need for special education and related services. The district will prioritize these requests.

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/LEP services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). Documentation of the LPAC determinations will be provided and maintained by the sending districts.

The JJAEP must be notified, in writing at the time of referral, of all students who require 504 accommodations. The JJAEP will provide 504 accommodations as indicated and in conjunction with the sending district.

16. **Transition Process:** In anticipation that a student is going to meet the district expulsion order and Court requirements, the JJAEP will contact the District Liaison 7-10 days prior to the anticipated release date to determine the student's placement upon return. The JJAEP will complete the exit packet and coordinate the student's transition with the parent and receiving school.
17. **Student Codes of Conduct:** The Juvenile Board will ensure the development and adoption of a Student Code of Conduct for students enrolled in the JJAEP. In order to facilitate student transition planning, the District will file with the Juvenile Board a copy of the District's approved Student Code of Conduct. The TEC 37.007 (c) defines the serious misbehaviors for which a student may be placed in the JJAEP, if the conduct occurs while the student is enrolled in the District's Alternative Education Program ("DAEP").
18. **Compulsory Attendance:** The JJAEP will enforce the compulsory attendance laws for students enrolled in the program. The JJAEP will notify the district liaison when a student fails to enroll, and the District will enforce the compulsory attendance laws as to that student. The JJAEP will provide the district liaison a preliminary JJAEP school calendar for the upcoming school year by August 1st each year.
19. **Term:** The term of this agreement will commence on the 1st day of August 2024 and will end on July 31, 2025.
20. **Disclosure of Interested Parties:** All signatures acknowledge that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Executed on the 25 day of June, 2024.

Fort Worth Independent School District Tarrant County

By: [Signature]
Board of Trustees, President

By: [Signature]
Juvenile Board, Chairman
By: [Signature]
Director, Juvenile Services

Attest:
By: [Signature]
Board of Trustees, Secretary

Recommended:
DocuSigned by:
By: [Signature] 6/26/2024
Superintendent



Attachment A JJAEP School Year Projections Report

The Memorandum of Understanding states:
Each District will provide the Director of TCJS a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year.

Projected # of new discretionary referrals to the JJAEP for the 2024/2025 School Year:

Priority 1
of new discretionary Title 5 felonies and registered sex offender referrals: 4

Priority 2
of other new discretionary referrals accompanied by a felony, class A or B misdemeanor law enforcement report #: 0

Priority 3
of other new discretionary referrals, such as serious misbehavior while in a DAEP: 0

Projected # of discretionary student attendance days to be utilized at the JJAEP for the 2024/2025 School Year: 4

District

District Liaison Signature

Date

Consideration of a Contract Renewal between Tarrant County and the Fort Worth Independent School District to Provide Teaching Services for the 2024-2025 School Year at the Tarrant County Juvenile Justice Alternative Program

SIGNED AND EXECUTED this 28 day of January, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare - County Judge

Tim O'Hare
County Judge

<#deefee5c-dd95-451e-039c-08dcb56d40e8-DateSigned#>