



ELLIS COUNTY JUVENILE BOARD

Honorable Bob Carroll, 40th District Court
Honorable William Wallace, 378th District Court
Honorable Grace Pandithurai, 443rd District Court
Honorable Greg Wilhelm, 504th District Court
Honorable Jim Chapman, County Court at Law No. 1
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Honorable Joe Gallo, County Court at Law No. 3
Honorable John Wray, Ellis County Judge

ELLIS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM MEMORANDUM OF UNDERSTANDING WITH SCHOOL DISTRICTS FOR THE 2026-2027 SCHOOL YEAR

Pursuant to Texas Education Code §37.01, the State of Texas mandates that all counties with a population greater than 125,000 are required to develop a Juvenile Justice Alternative Education Program.

It is against the preceding backdrop that the parties named herein-below have reached an agreement, as follows:

WHEREAS, the Ellis County Juvenile Board of Ellis County, Texas (the “Board”), is a juvenile board acting under its legislative authority pursuant to Section 152.0761 of the Texas Human Resources Code and a specialized local entity under Section 140.003 of the Texas Local Government Code;

WHEREAS, the Ellis County, Texas, population according to the 2020 decennial census is above 125,000, absent a change in the law, Ellis County is required to comply with the mandate from the State of Texas concerning the maintenance and operation of an Ellis County Juvenile Justice Alternative Education Program (“JJAEP”); and

WHEREAS, the Ellis County Juvenile Board, in conjunction with its partners, the School Districts within Ellis County, Texas, desire the best educational outcomes for the at-risk juveniles who have been expelled into the JJAEP, or otherwise accepted into the program; and

WHEREAS, the Ellis County Juvenile Board and the School Districts desire to provide the at-risk juveniles with a quality level of intervention and educational services, appropriately

designed to positively impact the lives of such juvenile offenders, their Families, and the local communities in which we all live; and

WHEREAS, the parties to this agreement recognize the importance of a cooperative effort between the educational community and the Juvenile Justice System in achieving the primary goals of (1) responsibly mitigating at-risk factors; (2) deterring future juvenile delinquent conduct and criminal behavior; (3) increasing the acceptance of personal responsibility, self-discipline, accountability, and non-deleterious personal behavior; (4) improving life skills and career opportunities; and (5) prudently balancing rehabilitation services with community safety needs; and

WHEREAS, the parties seek to operate the JJAEP and accomplish the preceding goals within a State Mandated Regulatory Framework requiring strict compliance and reporting.

NOW THEREFORE, in service to the citizens and youth of Ellis County, the following public servants hereby agree on behalf of each respective public entity as follows:

1. AGREEMENT & PARTIES TO THE AGREEMENT

This Memorandum of Understanding shall be known as the Ellis County Juvenile Justice Alternative Education Program Memorandum of Understanding (“MOU”), and is hereby entered into by and between the Board and the following ten independent school districts (“Districts”) operating within Ellis County, Texas, as listed below in alphabetical order:

- Avalon Independent School District
- Ennis Independent School District
- Ferris Independent School District
- Italy Independent School District
- Maypearl Independent School District
- Midlothian Independent School District
- Milford Independent School District
- Palmer Independent School District
- Red Oak Independent School District
- Waxahachie Independent School District

2. SUBJECT MATTER OF AGREEMENT - JJAEP

The Board, in cooperation with the noted districts, hereby establishes, provides, and collaboratively operates the Ellis County Juvenile Justice Alternative Education Program (JJAEP), as specified by Chapter 37 of the Texas Education Code (TEC), both through the direct provision of services and through contractual agreements with service providers.

Unless the context indicates otherwise, as used in this MOU, the term "day" means "school day" and the term "days" means "school days".

3. STUDENT ELIGIBILITY

The JJAEP will provide services to students who are expelled or removed under the following provisions:

A. Mandatory Expulsion

- i. Mandatory expulsion criteria as defined by TEC §37.007(a) §37.007(d), or §37.007(e), as amended.

B. Discretionary Expulsion

- i. Discretionary expulsion criteria as defined below:
 - a. TEC §37.007(b), §37.007(c), §37.007(d), §37.007(f), or §37.007(i).
 - b. TEC §37.0052 concerning certain bullying behavior.
 - c. TEC §37.0081 concerning Penal Code Title 5 felony offenses.
 - d. TEC §37.309 concerning registered sex offenders.

C. Court-Ordered Services

- i. As ordered by a judge of the Juvenile Court.
- ii. All American with Disability Act (“ADA”) funds will be redirected to the Ellis County JJAEP, as received by each respective district.
- iii. Transportation will be the responsibility of the parent, unless the respective school district is willing and able.

4. STATUTORY AMENDMENTS

In the event statutory law is amended to add, delete, or otherwise modify the procedural means for mandatory and/or discretionary expulsions, then by operation of this provision all such amendments are deemed included within Section 3 of this MOU, as of the date such statutory amendments become legally effective.

5. PROCEDURAL REQUIREMENTS FOR REFERRAL & ENROLLMENT INTO JJAEP

In addition to the eligibility criteria contained in Section 3 above, the Districts must meet the following requirements for each student to be eligible for enrollment into the JJAEP:

- A. Prior to expelling a student from the Districts and into the JJAEP, the Districts shall conduct a hearing at which the student is afforded appropriate due process as required by TEC §37.009(f).

- i. Prior to any expulsion or removal hearing to consider placement of a student in JJAEP, the Districts must invite a JJAEP representative to attend the meeting. This will allow JJAEP to assess the education requirements needed for the student, and to allow the paperwork to begin for the referral to Ellis County Juvenile Services as required by TEC §37.010.
 - ii. The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal committee as required by TEC §37.004. The admission, review, and dismissal committee must invite a JJAEP representative to attend the meeting to ensure that special education provisions, if needed, can be provided and all ARD needs can be met in the JJAEP setting.
- B.** Upon expulsion, all required intake documents (per the JJAEP intake form) will be provided to the JJAEP within three (3) business days from the committee's expulsion decision.
- C.** Under a mandatory expulsion from the Districts to the JJAEP, the Districts must utilize the following guidelines in determining the length or period of expulsion:
 - i. All mandatory drug possession charges will be for ninety (90) successful days.
 - ii. All other mandatory expulsion number of days will be at the discretion of the home district, and/or per the TJJJ Offense Codes, and/or TEA Chapter 37 discipline chart.
 - iii. All weapon on campus charges will be a mandatory one (1) school year (180 school days) placement at the JJAEP.
- D.** Under the discretionary expulsion from the District to the JJAEP, the District must utilize the following guidelines in determining the length of expulsion time:
 - i. All discretionary placements will be for a minimum of forty-five (45) successful days, with the maximum number of days to be determined by each respective district, not to exceed one-hundred and eighty (180) days, unless approved by ECJS.
 - ii. With respect to discretionary referrals, the JJAEP will accept those such students on an "as-space-is-available" basis. The minimum length of placement for a discretionary student will be for a minimum of forty-five (45) successful days, and the maximum length of placement to be determined by the respective district, not to exceed one-hundred and eighty (180) days, unless space is needed for mandatory students.
 - iii. For discretionary placements, the respective district will be notified when

the student has reached eighty percent (80%) of assigned days, whether successful or not, to determine the need of an administrative meeting.

- E.** All students (mandatory or discretionary) who are expelled or placed at the JJAEP will be required to attend JJAEP until one of the following circumstances have been met:
- i. The student has completed all graduation courses, or has completed the equivalent program requirements, whichever occurs first.
 - ii. The student has successfully completed all probation and/or juvenile court related requirements, if applicable.
 - iii. The student is no longer considered to be under mandatory expulsion under Texas law.
 - iv. Due to space restrictions, the student is recommended for early termination as outlined in Section 8(D) of this MOU.
- F.** When referring to a student at JJAEP, a successful day is defined as achieving 26 out of 33 total daily points on the student's point card. Any day with lower than 26 points will be deemed an unsuccessful day, and that day may be added to the end of the student's expulsion days. Each student will meet with a treatment team weekly, to discuss total point loss, and point totals will be adjusted on a case-by-case basis.
- G.** When referring a student to the JJAEP, whether the referral is mandatory or discretionary, the District will complete and submit the provided intake form, accompanied by a copy of the following student records prior to the student enrolling in the JJAEP, within three (3) business days:
- 1) Expulsion or removal letter.
 - 2) Police notification or discipline referral.
 - 3) Withdrawal record with grades.
 - 4) Most recent report card.
 - 5) Most current transcript.
 - 6) Fall & Spring class schedules.
 - 7) Statewide assessment scores.
 - 8) Attendance records.
 - 9) Discipline records.
 - 10) Birth certificate.
 - 11) Social security card.
 - 12) Immunization records.
 - 13) Home Language Survey.
 - 14) Free/reduced lunch eligibility status.
 - 15) Texas Student Data System (TSDS) Number

- 16) The following special education records -
 - a) Most recent comprehensive and complete as defined by the Admission, Review, and Dismissal Committee (ARD) paperwork.
 - b) All manifestation determination ARD paperwork.
 - c) The most recent Full and Individual Evaluation (FIE) for special education eligibility.
 - 17) Language Proficiency Assessment Committee (LPAC) determination and documentation.
 - 18) Section 504 eligibility determination.
 - 19) English as a Second Language (ESL) documentation.
- H.** If a student moves/transfers to another District within Ellis County prior to the completion of the original expulsion or removal term, the receiving District will not extend the student's length of placement in the JJAEP beyond the term defined in the original expulsion or removal order.
- I.** The JJAEP and the District may agree to credit a student's length of placement in an alternative educational program (which occurs after the date of expulsion), such as drug rehabilitation, detention, jail, etc., if the student has received education, toward the student's term of expulsion or removal.
- J.** The JJAEP may offer incentives for good behavior and/or academic achievement which may result in the reduction of a student's term of expulsion term. JJAEP and the respective District may consider a student's successful completion of the program to coincide with the end of a grading period, if 90% of the students' days have been successfully met. Any days less than ninety percent (90%) will be at the discretion of the JJAEP Administrator.

6. ATTENDANCE REPORTING

The Districts will maintain enrollment of all JJAEP students using a campus identification number specific for JJAEP as required by TEC §37.011(h). The JJAEP will track attendance for each student enrolled in the program and will report weekly attendance to the Districts. The Districts will be responsible for reporting violations of the compulsory attendance law to the appropriate juvenile court, with the JJAEP being provided notice of any such reporting.

7. FUNDING FOR JJAEP

Funding for the JJAEP shall occur as follows:

- A.** The Board and the JJAEP will be the recipient of all Texas Juvenile Justice Department (TJJD) sources of funding for mandatory students, which TJJD is required to pay under state law. Such funds shall partially offset the cost to the Board of operating the JJAEP.

- B. Funding for all discretionary or other students will be provided to the Board and the JJAEP by the Districts at a rate of \$132.00 per student attendance day. Payment will be made by the Districts to Ellis County within thirty (30) calendar days of receipt of an invoice.
- C. In the case of Special Population Students (“SPS”) as defined in Section 12 of this MOU, the Districts will be financially responsible for the provision of any related services determined necessary for such student.
- D. With the exception of the payments made to the Board and/or the JJAEP and/or Ellis County:
 - i. As set forth in the preceding Sections 7(a) and 7(b).
 - ii. Those payments paid or incurred by the Districts as contemplated in the preceding Section 7(c).
 - iii. As well as any other payments paid or incurred by the Districts as contemplated by any other provisions of this MOU - the Board is responsible for completing the annual special operating budget of the JJAEP and timely submitting it to the Ellis County Commissioners’ Court for approval and funding.

8. FACILITIES, STAFFING, AND DAILY OPERATIONS

The JJAEP will be provided at the Ellis County Juvenile Services' facility located at:

Ellis County Juvenile Services, 2272 FM 878 Waxahachie, TX 75165.

- A. The facility must comply with all applicable federal, state, and local regulations, as well as all TJJD standards.
- B. The JJAEP will operate at least seven (7) hours a day and one-hundred and eighty (180) days a year as required by TEC §37.011(t), unless a waiver has been submitted and approved by TJJD.
- C. The JJAEP will provide all personnel and services necessary to operate the JJAEP.
- D. The maximum daily population will be set by the Board, but in no event shall it exceed the 1:24 ratio requirement as described in Subchapter B(g)(2) of Chapter 348 of TJJD. Upon reaching capacity, mandated students will be given precedence for enrollment over non-mandated students. The JJAEP reserves the right to return any discretionary student to his or her home District in order to accommodate a mandatory student from any District. The JJAEP may recommend early termination of a mandatory student's expulsion term based on the student's overall compliance with the program, attendance, and grades; however, the sending District has final

acceptance and approval.

- E. The JJAEP will employ the number of statutorily licensed general education teacher(s) required for the staff to student ratio, per TJJD and/or the Texas Administrative Code (TAC). The JJAEP will also employ the number of statutorily licensed Special Education Teacher(s). The JJAEP Administrator and/or Compliance Coordinator will obtain the teachers' state license through the Texas Education Agency (TEA), to include any special areas of licensure, as well as educational degrees and/or certifications. Additionally, the JJAEP will have (1) Community Activities Officer, and (1) Part-time Teacher's Aide. The JJAEP will maintain proper documentation of continuing education, training(s), and background checks.

9. TRANSPORTATION

Transportation of all students to and from the JJAEP will be the responsibility of each respective District which has placed a student (or students) within the program. The Ellis County JJAEP does not provide student transportation.

- A. This requirement does not preclude the District from making special arrangements with a student's parent(s)/legal guardian(s) on a case-by-case, for the purpose of allowing the student's parent(s)/legal guardian(s) to handle and provide for all such transportation to and from the JJAEP.
- B. Transportation of court ordered students will be the sole responsibility of the parent, unless the students' respective home district is willing and able to provide transportation.

10. MEALS

The JJAEP will provide both breakfast and lunch, along with snacks as appropriate, for each student in actual attendance at the JJAEP. Current reimbursement rates, per federal regulations, are approximately \$7.53 per day for each participating student which is calculated as follows: \$2.84 for breakfast+ \$4.69 for lunch = \$7.53 per student per day.

11. CURRICULUM

As a part of the JJAEP curriculum, it is agreed:

- A. The JJAEP provides the following required courses in accordance with TEC §37.011(d):
 - i. Core courses -
 - a. English Language Arts
 - b. Mathematics

- c. Science
 - d. Social Studies
 - e. Self-Discipline
 - f. High School Equivalency Program (GED) Preparation
- B.** The JJAEP provides the following elective courses in its curriculum:
- i. Elective courses -
 - a. Age appropriate- life skills, character training, and career guidance.
 - b. Required Language other than English Courses
 - c. Art
 - d. Various legal, medical, occupational, CTE, business, computer, etc. electives.
 - e. With respect to any elective course which the Districts desires for the student to maintain while enrolled in the JJAEP, but which the JJAEP does not provide - the District will provide the curriculum and coursework for any such elective course. The student's curriculum and coursework needs must be addressed at the time of the expulsion or removal hearing, and a determination must be made as to how the courses for which the student is currently enrolled can be maintained.
- C.** The JJAEP will communicate the student's academic progress to both the District and the student's parent(s)/legal guardian(s).
- i. Through this communication process, the JJAEP will encourage both the District and the student's parent(s)/legal guardian(s) to participate in reviewing and monitoring the student's academic progress.
 - ii. The JJAEP will hold quarterly parent-teacher-student meetings. These meetings may be one-on-one, or group restorative style.
 - iii. In the case of a high school student, the JJAEP will review the student's progress toward meeting high school graduation requirements and establish a specific graduation plan for the student as required by TEC§37.011(d); however, the JJAEP is not required to provide a course necessary to fulfill a student's high school graduation requirements, other than as specified above in TEC §11 (a) and §11 (b).
- D.** All completed coursework will be accepted by the Districts and any credit(s) earned by the student while enrolled in the JJAEP will be reflected on the student's school transcript.

12. **SPECIAL POPULATIONS**

Special populations and related provisions are as follows:

- A.** Special Education Services - the following provisions pertain to those students who are eligible for Special Education Services:
- i. A student with a disability who receives special education services may be expelled or removed to the JJAEP only after a duly constituted ARD determines that the alleged offense and/or behavior was or was not a manifestation of the student's disability in accordance with TEC §37.004.
 - ii. The JJAEP will be notified by the District and invited to participate in all ARD committee meetings scheduled to discuss the expulsion or removal of a special education student to the JJAEP. The District will provide a copy of the student's current Individual Education Plan (IEP) and/or Behavior Intervention Plan (BIP) to the JJAEP for review prior to the meeting. The JJAEP may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP.
 - iii. If a student who is either eligible for, or is receiving special education services, is expelled or removed to the JJAEP, then the Districts will continue to provide any related services as outlined in the IEP, FIE, and/or BIP which are not available at the JJAEP. These related services may include, but are not limited to counseling, transportation, interpretive services, and special curriculum.
 - iv. If the JJAEP determines that a student, who has not previously been qualified as a student eligible for special education, may be eligible for services, then the JJAEP will refer the student to the District for evaluation and determination of eligibility for special education services, in accordance with applicable state and federal statutes and regulations.
 - v. If the JJAEP determines that the student's educational, and/or behavioral needs cannot be met in the program, per the listed ARD accommodations and modifications, then the JJAEP will immediately notify the District. Upon receiving such notice from the JJAEP, the District will convene an ARD committee meeting to determine if the student's IEP and/or BIP need to be modified, or whether the student's placement will be reconsidered.
- B.** English as Second Language Learners - Students identified as English as a Second Language (ESL) Learners will be assisted by the JJAEP, and the Districts as follows:

- i. The JJAEP will provide ESL Learners with the necessary services, instruction, and/or accommodations as recommended by the Language Proficiency Assessment Committee (LPAC). The JJAEP intends to have one (1) full-time teacher who is ESL certified; however, to the extent that the JJAEP is not equipped to provide some, or all related services, then the District will continue to provide and pay for those related services recommended by LPAC which the JJAEP is unable to provide.
- C. Students with Section 504 Plans - The JJAEP will serve identified students who require a Section 504 Plan to address a physical or mental impairment by providing the necessary services, instruction, or accommodations as recommended by the 504 Committee.
 - i. The Districts will continue to provide and/or pay for any related services recommended by the 504 Committee, which the JJAEP is unable to provide.

13. STATEWIDE ASSESSMENT TESTING

All students enrolled in the JJAEP at the time of statewide assessment testing will be provided with an opportunity to take the tests. The Districts will be responsible for administering all statewide assessment tests to include providing all required materials, supplies, and actively monitoring students on the date and time of testing. Arrangements may be made to test students at the JJAEP or at a campus designated by the Districts.

14. EXIT AND TRANSITION OF STUDENTS

The process associated with students exiting the JJAEP will include the following:

- A. A TEA certified teacher assigned by the JJAEP will review all academic work of a student prior to the student's exit from the JJAEP and will certify completion of coursework based upon determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to TEC §28.002.
- B. Upon completion of the program, the JJAEP will notify the District of the student's plan to return to the District. This notification will be provided in writing and will include, at a minimum, the student's attendance days, withdrawal grades, any credits earned, and the results of the IOWA assessment administered to the student.
- C. In accordance with TEC §37.011(d), all completed coursework will be accepted by the Districts and any credit(s) earned by the student while enrolled in the JJAEP will be reflected on the student's school transcript.

15. TERMS OF MOU

The term of this MOU will be from September 1, ~~2025~~²⁰²⁶, or upon execution of the MOU by

the last signatory to the MOU, whichever is later, through June 30, ~~2026~~²⁰²⁷. The MOU will need to be approved by the Board and each of the Districts annually.

16. MISCELLANEOUS PROVISIONS TO MOU

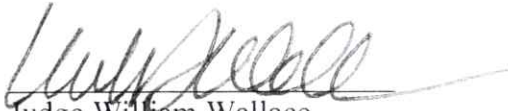
- A. This MOU may be amended at any time, however, apart from Section 4 above, this MOU may only be amended by a written agreement which must be approved and signed by the Board and each District.
- B. In the event any provision(s) contained in this MOU is seen to be unenforceable, then this MOU shall be construed without such provision(s), and the remaining provisions shall continue in full force and effect. This MOU constitutes the complete, exclusive, and final agreement between the parties, and supersedes all oral or written proposals, prior written agreements, and/or other prior communications between the parties concerning the subject matter of this MOU.

17. SIGNATURES

This MOU is hereby approved and signed by the Board and each of the ten (10) named Districts (in alphabetical order) on the signature pages that follow:

- A. AVALON ISD
- B. ENNIS ISD
- C. FERRIS ISD
- D. ITALY ISD
- E. MAYPEARL ISD
- F. MIDLOTHIAN ISD
- G. MILFORD ISD
- H. PALMER ISD
- I. RED OAK ISD
- J. WAXAHACHIE ISD

ELLIS COUNTY JUVENILE BOARD

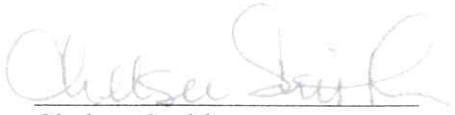


Judge William Wallace
Juvenile Board Chair
378th District Court

JAN 21 2026

Date

ELLIS COUNTY JUVENILE SERVICES



Chelsea Smith
ECJS Director

1/23/24

Date

ITALY INDEPENDENT SCHOOL DISTRICT

Approved and signed on _____, 2026.

Board of Trustees President or Designee:

(Signature of President/Designee)

(Printed Name of President/Designee)

(Title of President/Designee)

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Rachel Kistner; Superintendent