

## **MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of July 2022 (the "Effective Date"), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located within Tarrant County, Texas (also referred to as the "District") and Tarrant County Juvenile Services operating the Lynn W. Ross Juvenile Detention Center, at 2701 Kimbo Road, Fort Worth, Texas, 76111, a non-profit organization whose principal place of business is located within Tarrant County, Texas. (hereinafter the "Facility").

WHEREAS, this Memorandum of Agreement between the District and the Facility; and,

WHEREAS, Facility has been developed to provide a written document on the relationship that exists in regard to federal programs; and,

WHEREAS, the Texas Education Agency in the school year 2022-2023 Standard Application System (SAS,) which includes the program(s) listed in the second paragraph, requests the date of a written agreement and,

WHEREAS, Special Education is not included in the SAS; and,

WHEREAS, the District will provide support from Elementary and Secondary Education Act (ESEA) Title I, Part D., Subpart 2, through negotiated participation in activities; and,

WHEREAS, the Facility will make available an October caseload count of children and youth being served by the facility to the Texas Education Agency (TEA), and TEA will advise the Fort Worth Independent School District of the numbers of students to be served and the amount of funding.

NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed between the District and the Facility as follows:

### **TERMS AND CONDITIONS:**

#### **Term**

The term of this Agreement (the "Term") is for the 2023 Fiscal Year which is from July 1, 2022, through June 30, 2023, unless earlier terminated by either party upon thirty (30) days written notice. The term of this Agreement may be further extended by mutual written agreement signed by the parties.

#### **Description of Professional Services**

Scope of services:

- Use funds to carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education;
- Provide activities that facilitate the transition of such children and youth from the correctional program in an institution to further education and, or employment; and
- Operate dropout prevention programs at District schools for children and youth who are at-risk of dropping out or youth returning from correctional facilities.
- Provide dropout prevention programs that serve at-risk children and youth identified as school-

aged individuals who are at-risk of academic failure, have a drug or alcohol problem, are pregnant or are parent(s), have previously come into contact with the juvenile justice system, are at least 1 year behind the expected grade level for the age of the individual, are migrant or an immigrant, have limited English proficiency, are gang member(s), has previously dropped out of school, or have a high absenteeism rate at school.

- Coordinate health and social services for children and youth who are at-risk (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) if there is a likelihood that providing such services will help these children complete their education.
- Provide special programs that meet the unique academic needs of children and youth who are at-risk, including vocational and technical education, special education, career counseling, curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education.
- Provide programs providing mentoring and peer mediation.

#### **Implementation of Services**

- Ensure, to the extent possible, that the educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
- Notify the local school of the child or youth if the child or youth is identified while in the facility as being in need of special education and related services;
- Provide, to the extent possible transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the correctional facility, or provide them with the skills necessary to gain employment or to seek a secondary school diploma or its recognized equivalent;
- Work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
- Ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- Use, to the extent possible, technology to assist in coordinating educational programs between the correctional facility and the community school;
- Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;
- Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce Investment Act of 1998 (P.L. 105-220), and vocational and technical educational funds;
- Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention

Act of 1974 and other comparable programs, if applicable; and

- Work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

#### **Coordination of Services**

The coordination of services for the Fort Worth Independent School District will be as follows:

| <u>Name of Program</u> | <u>Administrator</u> | <u>Telephone</u> |
|------------------------|----------------------|------------------|
| ESEA Title I, Part D   | Mirgitt Crespo       | 817-814-2282     |

#### **Other Terms and Conditions**

The terms and conditions of this Agreement will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

#### **Non-discrimination**

The parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or any other legally protected category.

#### **Public Information**

This Agreement is subject to the provisions of the Texas Public Information Act, Section 552 *et seq* of the Texas Government Code. The Fort Worth Independent School District shall disclose the existence, subject matter, and costs of this Agreement, as provided by law.

#### **Severability**

If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect;

#### **Captions**

The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

#### **Entire Agreement**

This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement. Each party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Agreement knowingly and voluntarily.

**Notices**

Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other party at the address hereinafter provided or such other address that from time to time either party may designate upon notice and agreement of both parties in accordance herewith shall be directed to the parties at their respective address as follows:

As to Facility: Bennie Medlin  
Director and Chief Juvenile Probation Officer  
Tarrant County Juvenile Services-Lynn W. Ross Juvenile Detention Center  
2701 Kimbo Rd.  
Fort Worth, Texas 76111

As to the District: Dr. Kent Scribner  
Superintendent  
Fort Worth Independent School District  
100 North University Drive  
Fort Worth, Texas 76107

With a copy to: Mirgitt Crespo  
Grants and Development Interim Senior Officer  
Federal Programs  
Fort Worth Independent School District  
100 North University Drive  
Fort Worth, Texas 76107

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date indicated above.

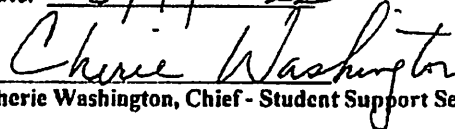
Fort Worth Independent School District

  
Dr. Kent P. Scribner - Superintendent

AA  
6/23/2022

Date:

8/4/2022

  
Cherie Washington, Chief - Student Support Services

6-23-2022

Lynn W. Ross Juvenile Detention Center

  
Bennie Medlin

Title: Director and Chief Juvenile Probation Officer

Date:

5/19/22

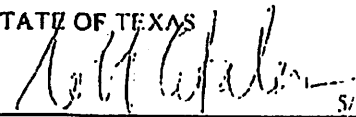
EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_.

TARRANT COUNTY

COUNTY OF TARRANT STATE OF TEXAS

STATE OF TEXAS

  
Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

5/18/2022  
Date

B. Glen Whitley  
County Judge

Date

APPROVED AS TO FORM:

  
Justin K. Foster  
Criminal District Attorney's Office\*

\*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.