

**MEMORANDUM OF AGREEMENT
CON0001389**

THIS AGREEMENT is made and entered into as of the 1st day of October, 2021 (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 **the Texas Juvenile Justice Department (also referred to "TJJJ" at P.O. Box 12757, Austin, Texas 78711**, a state agency whose principal place of business is located in Travis County, Texas for **Willoughby House at 8100 West Elizabeth Lane, Fort Worth, Texas 76116** within Tarrant County, Texas, (hereinafter the "Facility"). The District and Facility may be referred to individually as a "Party," and collectively as the "Parties."

WHEREAS, this Memorandum of Agreement ("Agreement") between the District and Facility has been developed to provide a written document on the relationship that exists regarding federal programs;

WHEREAS, the Texas Education Agency ("TEA"), in the 2021-2022 school year Standard Application System ("SAS"), which includes the program(s) listed in the second paragraph, requests the date of a written agreement;

WHEREAS, Special Education is not included in the SAS;

WHEREAS, the District will provide support from the 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 TEA, and TEA will advise the District of the number 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:

I. Term

The term of this Agreement (the "Term") is from October 1, 2021, through June 30, 2022, unless earlier terminated by either Party upon thirty (30) days written notice. The term of this Agreement may be further extended for additional one (1) year terms by mutual written agreement signed by the Parties.

II. Description of Professional Services

Facility's 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 employment;
- 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: (1) at-risk of academic failure; (2) have a drug or alcohol problem; (3)

are pregnant or are parent(s); (4) have previously come into contact with the juvenile justice system; (5) are at least 1 year behind the expected grade level for the age of the individual; (6) are migrant or an immigrant with limited English proficiency; (7) are gang member(s); (7) have previously dropped out of school; or (8) 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; and
- Provide programs providing mentoring and peer mediation.

III. Implementation of Services

District will:

- Ensure, to the extent possible the educational programs in the Facility are coordinated with the student's home school, particularly for 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 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 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 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 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 education 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.

IV. 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

V. Other Terms and Conditions

The terms and conditions of this Agreement will be governed by the laws of the State of 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.

VI. 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 other legally protected categories.

VII. 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;

VIII. 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.

IX. 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.

X. 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	Phillip Jones Superintendent Willoughby Halfway House 8100 W. Elizabeth Lane Fort Worth, TX 76116
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As to the District: Karen Molinar
Interim Superintendent
Fort Worth Independent School District
100 North University Drive
Fort Worth, TX 76107

With a copy to: Mirgitt Crespo
Grants Senior Officer
Federal Programs
Fort Worth Independent School District
100 North University Drive, SW205
Fort Worth, Texas 76107.

XI. Modification

No alteration, cancellation, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.

XII. Signature

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and Facility signify that each Party understands and will comply with the conditions stated above.

[Signature Page Follows]

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

Fort Worth Independent School District

[Redacted Signature]

Karen Molinar
Interim Superintendent

Date:

9-15-2022

[Signature]
9/13/2022
Cherie Washington
9/14/2022

The Texas Juvenile Justice Department (also referred to "TJJD")

[Redacted Signature]

Shandra Carter

Title: Executive Director (Interim)

Date:

8/10/22