

**INTERLOCAL COOPERATION AGREEMENT  
MCKINNEY INDEPENDENT SCHOOL DISTRICT  
AND THE  
COLLIN COUNTY JUVENILE BOARD**

**THE STATE OF TEXAS**

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**COUNTY OF COLLIN**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into this 26th day of July, 2023, by and between McKinney Independent School District (“McKinney ISD” or “District”) and the Collin County Juvenile Board (“Juvenile Board”).

**WITNESSETH**

WHEREAS, Collin County, Texas, has a population greater than 125,000, and therefore, the Juvenile Board is required to develop a Collin County Juvenile Justice Alternative Education Program (“JJAEP”) subject to the written operating policies of the Texas Juvenile Justice Department (“TJJD”); and

WHEREAS, a Memorandum of Understanding (“MOU”) was entered into pursuant to Chapter 37 of the Texas Education Code by and between McKinney ISD, the independent school districts of Collin County participating in the Collin County Juvenile Justice Alternative Education Program, (“Member Districts”), and the Juvenile Board; and

WHEREAS, JJAEP provides educational programs for students of Collin County expelled pursuant to Texas Education Code §37.007 (“Students”) and

WHEREAS, the McKinney ISD and the Juvenile Board, desire to conserve public funds and promote efficiency in the rendition of education services to the students and,

WHEREAS, the McKinney ISD and the Juvenile Board have the authority to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas Government Code Section 791 et seq. The provisions of Chapter 791 of the Texas Government Code are incorporated in this Agreement and this Agreement shall be interpreted in accordance with this Act.

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the McKinney ISD and Juvenile Board, agree as follows:

## I.

### TERM AND APPLICATION

- 1.01 This Agreement is effective for the 2023-2024 academic school year in accordance with the McKinney ISD/ JJAEP academic school calendar. This Agreement will automatically renew annually for successive one (1) year terms, not to exceed four (4) years in the aggregate, unless written notice of non-renewal is given on or before April 1st of the current academic school year. In the event of receipt of such written notice this Agreement will terminate at the end of the current academic school year in which the notice was given.

## II.

### DUTIES AND RESPONSIBILITIES OF MCKINNEY ISD- GENERAL

- 2.01 McKinney ISD shall provide to the Juvenile Board the personnel for the positions and at the salaries and stipends described on Exhibit "A" for teaching and instructing the Students in the JJAEP, including all required substitutes for such personnel. McKinney ISD shall also develop and/or supply to the Juvenile Board all necessary and appropriate curriculum, textbooks, instructional materials, supplemental materials, evaluation and training of personnel, academic counseling, support services, and testing for the JJAEP in sufficient quantity and quality as to comply with the terms of this Agreement and applicable state and federal law. McKinney ISD shall focus its instruction and teaching on English Language Arts, Mathematics, Science, Social Studies, self-discipline, and High School Equivalency Program (GED) preparation skills. Electives curriculum and materials will be supplied by McKinney ISD only as required to keep Students on track for graduation and as necessary to comply with state, federal and TJJD standards.
- 2.02 Teachers, instructional personnel, staff, and educational support personnel shall be McKinney ISD employees and shall be trained, evaluated, supervised and supported as any other McKinney ISD personnel. As such, all McKinney ISD employees operating pursuant to this Agreement are covered by and subject to all McKinney ISD policies, regulations, and rules. However, McKinney ISD personnel shall follow the guidelines, policies and procedures of the JJAEP and the Juvenile Board while operating under this Agreement, including security policies and procedures, and shall enforce the JJAEP Student Code of Code upon the Students.
- 2.03 Except otherwise provided herein, the McKinney ISD is not responsible for maintaining or providing a Student with any particular course or curriculum, including those previously taken by the Student.
- 2.04.1 McKinney ISD shall provide textbooks, teacher's editions, and teacher's supplemental materials in such supply as shall be necessary or appropriate to meet the requirements of this Agreement. Lesson plans will be kept electronically by MISD/TEA rules and regulations or according to any MISD current policies.

- 2.04.2 McKinney ISD shall keep the Juvenile Board and its staff informed and advised as to each Student's academic progress in the JJAEP and shall provide appropriate academic, grade, or instructional placement for each Student who is released from the JJAEP, including the provision of grades and teacher reports by the required Juvenile Board or JJAEP deadlines. McKinney ISD personnel will be involved in transition of the Students back to their Member Districts' home campuses.
- 2.05 McKinney ISD shall provide a detailed annual invoice to the Juvenile Board at the end of the academic school year for the costs necessarily incurred by McKinney ISD in providing the services under this Agreement for such year, including: (i) the salaries of McKinney ISD personnel assigned to the JJAEP (at the rates set forth on Exhibit "A" or as agreed in writing by the parties), but only for that portion of their time required to be devoted to the JJAEP; and (ii) taxes, insurance, and benefits such as sick leave, medical and health benefits, holidays, vacations and pensions accruing to such personnel under McKinney ISD policies.
- 2.06 McKinney ISD shall provide programs to the JJAEP through which a Student may earn credits for physical education, art, and/or music according to the availability of JJAEP and/or McKinney ISD staff and Individualized Education Program ("IEP"), if applicable. McKinney ISD shall be responsible for providing necessary personnel during state mandated, teacher duty free lunch and planning periods.
- 2.07 McKinney ISD shall implement the IEP established for each Student with a disability, to meet the Student's needs, including any behavioral intervention plan(s), and shall cooperate with the Juvenile Board and the sending Member District in the implementation of such Student's IEP.
- 2.08 Unless TJJD or state law shall require otherwise, course credits and grade-levels for a Student shall be determined by the sending Member District and the Juvenile Board.
- 2.09 In the event the Juvenile Board elects to provide summer programming for the Students, McKinney ISD agrees to provide the Juvenile Board with the requested personnel for the positions and at the salaries and stipends agreed upon and will bill the JJAEP at the completion of the summer program for those additional personnel.

### **III.**

#### **DUTIES AND RESPONSIBILITIES OF THE JUVENILE BOARD - GENERAL**

- 3.01 The Juvenile Board shall be responsible for negotiating and entering into an appropriate MOU with each of the Member Districts. The Juvenile Board shall be responsible for establishing and setting all policies regarding Student conduct, behavior, and discipline, including the JJAEP Student Code of Conduct.
- 3.02 The Juvenile Board agrees to reimburse and pay McKinney ISD, within thirty (30) days of receipt, all undisputed invoices received by the Juvenile Board for services provided by McKinney ISD under this Agreement. In addition, the Juvenile Board agrees to annually provide two (2) discretionary expulsion openings in its JJAEP to McKinney ISD, for a maximum of 180 day terms per placement, at no charge to the McKinney ISD.
- 3.03 Except for the services delegated to McKinney ISD under this Agreement, the Juvenile Board shall be responsible for the JJAEP, the Students and dealings with the Member Districts. The Juvenile Board shall be responsible for providing the Students with basic school supplies.
- 3.04 The Juvenile Board shall provide qualified personnel for immediate crisis intervention at all times. Classrooms and all instructional areas shall be monitored; by Juvenile Board personnel. Juvenile Board personnel shall not disrupt the educational process unless necessary in their opinion for crisis intervention or assistance.
- 3.05 The Juvenile Board shall provide necessary support staff to ensure safe transfer of Students to and from classrooms at the facilities for the JJAEP.

### **IV.**

#### **INSTRUCTIONAL FACILITIES**

- 4.01 The Juvenile Board shall be responsible for providing classrooms for the Students that meet all Texas Education Agency requirements. The Juvenile Board shall also be responsible for compliance with the TJJD standards, local standards, and allotting adequate space for instruction. All facilities provided for the JJAEP shall comply with Sec. 504 of the 1973 Rehabilitation Act regarding accessibility for the handicapped.
- 4.02 The Juvenile Board shall be responsible for ensuring each classroom is well-lighted, has electrical outlets, adequate chalk board and bulletin board space for the size of the classroom, lockable storage, file cabinets, and bookcases. Furniture appropriate for individualized instruction shall be provided by the Juvenile Board.

- 4.03 The Juvenile Board shall provide secure office locations with adequate space and services for support and administration staff of McKinney ISD providing services pursuant to this Agreement.
- 4.04 The Juvenile Board shall be responsible for ensuring that all areas utilized to provide services under this Agreement comply with City of McKinney Fire and Safety Codes.
- 4.05 McKinney ISD will maintain computing and networking for the JJAEP Campus. Collin County will maintain the network cabling, electrical outlets, and wiring closet.

**V.**

**STUDENT RECORDS**

- 5.01 Student attendance records shall be maintained by the Juvenile Board.
- 5.02 To the extent necessitated by the terms of this Agreement and to the extent allowed by law, McKinney ISD administrators and professional employees shall have access to medical and juvenile information and records of Students attending JJAEP. In this regard, McKinney ISD administrators and professional employees providing services under this Agreement are designated as "school officials" with a legitimate educational interest in the records of the students attending JJAEP, as outlined in the Family Education Rights and Privacy Act ("FERPA"). Each McKinney ISD employee providing services under this Agreement shall follow all Juvenile Board, JJAEP and McKinney ISD policies and procedures relating to confidentiality of student information.

**VI.**

**INSTRUCTIONAL PERSONNEL  
AND SCHEDULING**

- 6.01 Subject to the terms of this Agreement, all McKinney ISD personnel shall be recruited, employed, dismissed or transferred by the McKinney ISD following its personnel policies. Assignments shall be made by McKinney ISD's Superintendent or designee. It is understood that the Superintendent may, by law, assign and/or reassign personnel at any time when the McKinney ISD's Superintendent determines it is in the best interests of the District.
- 6.02 McKinney ISD personnel shall not operate any bus or other vehicle owned or controlled by the Juvenile Board.
- 6.03 McKinney ISD shall not assign or replace any personnel or teacher assigned to the JJAEP to which the Juvenile Board has reasonable objection.

- 6.04 All McKinney ISD instructional personnel performing under this Agreement, including substitutes, shall hold the appropriate certifications or permits as required by the Texas Education Agency. Official copies of certification shall be filed with McKinney ISD and the JJAEP. McKinney ISD shall perform criminal history and sex offender background checks on all personnel assigned to the JJAEP and such information shall be provided to the Juvenile Board prior to assignment to the JJAEP. Such information shall be available for inspection by both McKinney ISD and the Juvenile Board.
- 6.05 In the case of a long term absence by an McKinney ISD employee that is assigned to the JJAEP and teaching a core subject area; McKinney ISD will provide a long term substitute for that position that holds appropriate certification for the assignment.
- 6.06 In the event the Juvenile Board should require additional positions or personnel to provide services to its Students in JJAEP under this Agreement, the Juvenile Board will notify McKinney ISD, and McKinney ISD will provide the requested personnel for the positions and at the salaries and stipends agreed upon and will bill the JJAEP at the completion of the school year for those additional personnel.
- 6.07 In the case of a student grievance against any representatives of the Juvenile Board or McKinney ISD; the Collin County grievance procedure as outlined in the Texas Administrative Code Title 37, Section 348.4(a)(1) and Section 348.18(f)(2) will be used in order to provide a prompt resolution.
- 6.08 All personnel of McKinney ISD performing services under this Agreement shall attend and meet all staff development obligations required under the guidelines and policies of the JJAEP and McKinney ISD.
- 6.09 The academic calendar adopted by McKinney ISD shall be the academic calendar for the services provided under this Agreement by McKinney ISD, including its schedule of teaching days, in service training days, teacher workdays, holidays, and bad weather days, provided such calendar meets state law applicable to the JJAEP. Any training provided to McKinney ISD personnel by the Juvenile Board must first be approved by McKinney ISD administration.
- 6.10 In the performance of this Agreement, it is mutually understood and agreed that the McKinney ISD employees are at all times acting and performing as employees of McKinney ISD, and not as employees, joint ventures, or lessees of, the Juvenile Board or the JJAEP. The Juvenile Board shall neither have nor exercise any control or direction over the specific methods or judgment by which McKinney ISD employees shall perform their educational services pursuant to this Agreement, except as may otherwise be provided herein. The sole interest of the Juvenile Board shall be to ensure that the services covered by the Agreement are rendered in a competent, efficient, and satisfactory manner. The McKinney ISD and its employees shall have no claim under this Agreement against the Juvenile Board for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits,

unemployment insurance benefits, or any other employee benefits, all of which, if any, shall be the sole responsibility of the McKinney ISD.

- 6.11 In the performance of this Agreement, it is mutually understood and agreed that the employees of the Juvenile Board are at all times acting and performing as employees of the Juvenile Board, and not as employees, joint ventures, or lessees of, the McKinney ISD. The McKinney ISD shall neither have nor exercise any control or direction over the specific methods or judgment by which employees of the Juvenile Board shall perform the services pursuant to this Agreement, except as may otherwise be provided herein. The sole interest of the McKinney ISD shall be to ensure that the services covered by the Agreement are rendered in a competent, efficient, and satisfactory manner. The Juvenile Board and its employees shall have no claim under this Agreement against the McKinney ISD for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which, if any, shall be the sole responsibility of the Juvenile Board.

## VII.

### MISCELLANEOUS

- 7.01 It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it. Each party to this Agreement shall be responsible and liable for its own acts and/or omissions, including the acts and/or omissions of its employees and agents. Each party shall be responsible for any costs and expenses incurred in drafting and entering into this Agreement. The legal responsibilities stated herein shall survive the expiration of this Agreement should litigation arise from events that occurred during the term of this Agreement.
- 7.02 The parties agree that venue for any legal action regarding or arising under this Agreement shall be the court of appropriate jurisdiction for Collin County, Texas.
- 7.03 This Agreement is governed by the laws of the State of Texas.
- 7.04 If any provision of this Agreement becomes or is held void by any law or court or is in any way unenforceable, then the validity of that provision will not invalidate the remaining provisions. The McKinney ISD and Juvenile Board agree that all remaining provisions of this Agreement will remain in effect.
- 7.05 Citations of, and references to, any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.
- 7.06 It is agreed and understood that the terms of this Agreement shall not be modified without written agreement of both the McKinney ISD and Juvenile Board.

- 7.07 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 7.08 In the event a change in state or federal law impacts the operation of the JJAEP and this Agreement, the parties agree to amend this Agreement to comply with the required change.
- 7.09 No party hereto shall assignment, in whole or in part, this Agreement without the prior written consent of the other party.

## VIII.

### NOTICES

- 8.01 All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or courier receipted delivered to the following:

**MCKINNEY INDEPENDENT SCHOOL DISTRICT:**

Shawn Pratt, McKinney ISD Superintendent, #1 Duvall Street,  
McKinney, Texas 75028

**COLLIN COUNTY JUVENILE BOARD:**

Hon. Cynthia Wheless, Chairman, Collin County Juvenile Board, 4690 Community  
Avenue, McKinney, Texas 75071

H. Lynn Hadnot, Director of Juvenile Services, 4690 Community Avenue,  
McKinney, Texas 75071

## IX.

### REVIEW, AUTHORITY, AND MODIFICATION


- 9.01 The Juvenile Board Chairman has the authority to execute this Agreement upon the Juvenile Board's approval of the Agreement.
- 9.02 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been passed and are now in full force and effect.



Estimated 2023-2024 Total Budget from McKinney ISD

<b>Last Name</b>	<b>First Name</b>	<b>Days per Yr</b>	<b>Salary for 2023-2024</b>	<b>Stipends</b>	<b>Mid-Year</b>	<b>Benefits</b>	<b>Total Est Salary</b>
BADJE	BENITA	187.00	\$69,500.00	\$1,500.00	\$500.00	\$8,580.00	\$80,080.00
BROWN	PARIS	187.00	\$62,000.00		\$500.00	\$7,500.00	\$70,000.00
COOK	ADAM	187.00	\$62,000.00	\$2,500.00	\$500.00	\$7,800.00	\$72,800.00
SANCHEZ	MARIA	187.00	\$36,977.00		\$500.00	\$4,497.24	\$41,974.24
WANG	JIN	187.00	\$66,500.00	\$2,500.00	\$500.00	\$8,340.00	\$77,840.00
WORLEY	TRACY	187.00	\$25,180.00	\$0.00	\$500.00	\$3,081.60	\$28,761.60
TEACHER	VACANT	187.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TEACHER	VACANT	187.00	\$0.00		\$0.00	\$0.00	\$0.00
							<b>\$371,455.84</b>

**COLLIN COUNTY JUVENILE BOARD**

By:   
Hon. Cynthia Wheless,  
District Judge, Collin County, Texas  
Chair, Collin County Juvenile Board

Date: 08/03/23

By:   
H. Lynn Hadnot,  
Director of Juvenile Services

Date: 08/03/23

**MCKINNEY INDEPENDENT SCHOOL DISTRICT**

By:   
Shawn Pratt,  
Superintendent

Date: 9/21/23

Last Name	First Name	Days per Yr	Salary for 2023-2024	Stipends	Mid-Year	Benefits	Total Est Salary
BADJE	BENITA	187.00	\$66,450.00	\$0.00	\$500.00	\$8,034.00	\$74,984.00
BROWN	PARIS	187.00	\$71,450.00	\$0.00	\$500.00	\$8,634.00	\$80,584.00
BURGER	DAVID	187.00	\$64,450.00	\$1,500.00	\$500.00	\$7,974.00	\$74,424.00
COOK	ADAM	187.00	\$63,950.00	\$1,500.00	\$500.00	\$7,914.00	\$73,864.00
SANCHEZ	MARIA	187.00	\$37,925.00	\$0.00	\$500.00	\$4,611.00	\$43,036.00
SUDALAIMANI	CHARUMATHY	187.00	\$61,050.00	\$0.00	\$500.00	\$7,386.00	\$68,936.00
WANG	JIN	187.00	\$68,450.00	\$2,500.00	\$500.00	\$8,574.00	\$80,024.00
WORLEY	TRACY	187.00	\$25,840.00	\$0.00	\$500.00	\$3,160.80	\$29,500.80

**\$525,352.80**