

MEMORANDUM OF UNDERSTANDING
WEST VIRGINIA DEPARTMENT OF EDUCATION, LOCAL EDUCATION AGENCIES,
AND DIVISION OF JUVENILE SERVICES
RESPONSIBILITY FOR ADMINISTRATION AND PROVISION OF EDUCATIONAL
SERVICES IN COMMUNITY BASED YOUTH REPORTING CENTERS

I. PURPOSE:

The goal of the DJS and the WVDE is to ensure that each school-age juvenile within the DJS Youth Reporting Center (hereinafter "YRC") system receives an adequate and appropriate education in accordance with the WVDE instructional standards of West Virginia and all applicable state and federal laws, regulations, and policies. Reducing the recidivism rate is part of the mission and goals of the DJS. WVDE and DJS hereby recognize the need for educational programs and will make every attempt to ensure that all school-age juveniles who have earned a High School Equivalency Diploma are afforded the opportunity to do through programming offered by the Office of Diversion and Transition Programs (ODTP).

II. PROCEDURE:

To accomplish this task, the WVDE and the DJS agree to the following:

1. DJS will be responsible for providing an appropriate and adequate area where educational services may be delivered in an orderly and effective manner. At a minimum, the DJS shall make available to the WVDE, at no cost, physical space which is utilized for classroom instruction. This allocation of minimum space shall not limit the growth of educational programs and services when needed to meet the established goals and requirements of applicable federal and state laws and regulations.
2. Utilities - The DJS will be responsible for installation, maintenance, and payment for all utilities associated with the provision and delivery of educational programs located outside of LEA site, excepting telephone services both long distance or local telephone calls that are made by educational personnel employed by WVDE.
3. Custodial Services - The DJS will be responsible for all labor in maintaining a clean and safe environment for delivery of educational services. The WVDE will be responsible for providing those instructional materials necessary to accomplish the aforementioned.

III. ADMINISTRATION:

1. The WVDE is responsible for the administration and management of educational programs within YRCs to include personnel matters, staff supervision, curriculum planning, and general day-to-day school operations.
2. The Principal or Lead Teacher assigned to supervise the YRC reports directly to the WVDE Liaison Officer. However, it is expected that the Principal or Lead Teacher shall communicate directly with the Facility Director to ensure that the educational services are carried out in a consistent and effective manner.

3. Classroom Makeup and Eligible Students
 - a. Twelve (12) to one (1) student to teacher ratio
 - b. All students will be eligible for and participate in the Option Pathway Program
 - c. One (1) to two (2) slots for Office of Diversion and Transition Program (hereinafter "ODTP") students transitioning back to public school placement
 - d. One (1) to two (2) for LEA placed students
 - e. Truancy students with at risk behaviors to be placed out of the home
 - f. Delinquent students with truancy issues
 - g. Sixteen (16) or older
 - h. At risk to not graduate with cohort
4. WVDE - Office Diversion and Transition Programs (ODTP) will
 - a. Coordinate with DJS and Probation regarding administration of Test for Adult Basic Education Program (hereinafter "TABE") and TASC Readiness Assessment Program (hereinafter "TRA") and will review transcript for Career and Technical Education Program (hereinafter "CTE") course credits
 - b. Provide principal or designee to supervise the teacher
 - c. Provide principal or designees to serve as contact to high school of origin about credits, schedule, and transcription
 - d. Provide TASC preparation and TASC examiners
 - e. Complete Option Pathway Application
 - f. Provide transition specialists to serve students
 - g. Provide all technology hardware for all locations and provide data lines for non-LEA locations
5. Local Education Agency (LEA) will
 - a. Maintain enrollment of student placed at YRC Learning Collaborative
 - b. Collaborate with ODTP designee to schedule and transcript student correctly
 - c. Communicate with YRC for initial referral of LEA potential student placement
 - d. Provide meals (to students or to staff or both?)
 - e. Provide access to CTE Programming
 - f. Provide transportation
 - g. Provide substitute teacher/funding to support
 - h. Provide special education/504 or medical services
 - i. Provide opportunity to participate in all state-wide assessments (including WVGSA, ELPA21, and DLM) as outlined in West Virginia Board of Education Policy 2340 – West Virginia Measures of Academic Progress

Division of Juvenile Services (DJS) will

- j. Ensure safety and security procedures
- k. Provide crisis intervention services
- l. Provide mental health services to ODTP and LEA students

- m. Screen all student referrals through probation and the courts in conjunction with screening process through WVDE
- n. Develop a comprehensive service plan with the student and the treatment team (family, youth, counselors, educators, probation, DHHR, other stakeholders)
- o. Provide counseling services- both individual and supportive group are provided daily
- p. Coordinate transportation with LEA; offer assistance as needed
- q. Maintain hours of operation 8am to 8pm Monday through Friday
- r. Facilitate Community Service (nursing homes, parks/recreation, churches) component

IV. RESOLUTION OF CONFLICTS:

The following procedures will be used to resolve conflicts:

- 1. Level I - The Principal or Lead Teacher at each YRC will attempt to resolve conflicts between the operation of the YRC and the administration of educational programs with the Facility Director.
- 2. Level II - If the conflict is unable to be resolved between the Facility Director and the Principal or Lead Teacher, then either party may refer the conflict to the WVDE Liaison Officer who will attempt to resolve the conflict.
- 3. Level III - If the conflict is not resolved through the intervention of the WVDE Liaison Officer, then the Liaison Officer shall meet with the designee of the Commissioner of the DJS to attempt to resolve the conflict.
- 4. Level IV - Any conflict unresolved at Level III will be referred to the Commission of the Division of Juvenile Services and the State Superintendent of Schools for final resolution.

V. MANAGEMENT PLAN:

Each Principal or Lead Teacher will be responsible for the development of a management plan for provision of educational services at their respective YRC. The Management Plan shall be developed in a collaborative manner with the Facility Director of the YRC; the submission of the plan shall bear the signatures of both parties. The plan shall then be submitted to the WVDE Liaison Officer for review. The Liaison Officer shall also transmit a copy of the plan to the DJS' designee for review. Approval of the management plan shall require the final approval of the State Superintendent of Schools and the Commissioner of the DJS.

VI. INSTRUCTIONAL YEAR:

- 1. WVDE is responsible for operating a twelve (12) month educational program throughout the DJS' YRC sites. A twelve-month program includes a regular 200-day instructional calendar plus a 40-day extended year term.
- 2. School calendars shall be developed to take into consideration, as much as possible, the unique needs of each institution. School calendars shall be approved by the West Virginia Board of Education.

VII. EMERGENCIES:

In case of institutional emergencies, educational personnel will be immediately accountable to the Facility Director of the YRC. YRC emergencies shall be defined in the management plan.

VII. PERSONNEL:

Personnel vacancies within the educational areas of the YRC will be the responsibility of the WVDE; however, new employees are subject to meeting the minimum requirements as the DJS' new hires (i.e., background checks: basic correctional training at the Academy, modified for the needs of education staff; in-service training).

VIII. CONCLUSION:

1. In serving the student populations within the DJS YRC system, it may be necessary to alter or amend this Memorandum of Understanding. Any alteration or adjustment in this MOU must be upon mutual agreement in writing by the State Superintendent of Schools or his or her designee, and the Commissioner of the Division of Juvenile Services or his or her designee.
2. This Memorandum shall be binding on successors, officers, agents and employees of the WVDE and the DJS.

IX. Severability.

If any provision of this Memorandum or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Memorandum.

**Memorandum of Understanding
between**

**the West Virginia Department of Education (WVDE)
and**

Made and entered this _____ day of _____, 201_,


By:

For the West Virginia Department of Education,

MICHAEL MARTIRANO
Superintendent, West Virginia Department of Education

JACOB GREEN
Special Assistant to the Chief Career and Technical Education Officer
WVDE, Office of Diversion and Transition Programs (ODTP)

For _____ County,



INSERT NAME AND COUNTY
X County Superintendent

For the Division of Juvenile Services,

STEPHANIE BOND
Director, West Virginia Division of Juvenile Services