

## Item 12



# Travis County Commissioners Court Agenda Request

**Meeting Date:**

January 22, 2013

**Prepared By/Phone Number:**

Juanita Jackson

854-4467

**Elected/Appointed Official/Dept. Head:** Sherri E. Fleming,  
County Executive for Health and Human Services and Veterans Service

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and Take Appropriate Action on Request to Approve the Inter local Cooperation Agreement between the City of Austin and Travis County to implement the Recommendations of the Joint Subcommittees Judicial Supports Taskforce

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

The Joint Subcommittees approved collaboration between the City, County and AISD resulting from the work of the Judicial Supports Task Force. The objective is to apply a promising practice intervention, The Neighborhood Conference Committee Program in the Health and Human Services Department, to address the handling of Truancy cases in the Municipal Court. The volunteer component is an important part of the Neighborhood Conference Committee (NCC) Program. The role of NCC volunteers is to serve as members of the neighborhood conference committees/School Conference Committee. Volunteers will play various roles in assisting the Case Manager in the volunteer component including recruitment, retention, and recognition of volunteers. They work with the Case Manager to meet with families, youth and school officials, gather information about the case, and decide upon the terms of the contract or agreement that will serve as the resolution to the school related issue. Currently NCC Program volunteers are recruited, and serve based on geographical regions in which they and the youth reside. In the case of this pilot, the volunteers will be recruited from, and provide service to the participating school.

Once the pilot is completed, staff hopes the program will serve as a model to address truancy in AISD. The diverse participants of the Judicial Supports Task Force recommended using a "Restorative Justice" model to address

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

truancy. The Joint Subcommittees approved their recommendation to hire two (2) case managers to support, assist and enhance the pre-court efforts of the Neighborhood Conference Committees. The approval of this Inter local will facilitate the transfer of up to \$150,000 from the City of Austin to Travis County to implement the pilot project and hire the recommended staff.

**STAFF RECOMMENDATIONS:**

Health and Human Services staff recommends approval of the Inter local Cooperation Agreement with the City of Austin to fund two (2) Case Managers to support the Neighborhood Conference Committee Pilot Program.

Special Note: Please see the Judicial Supports Task Force Presentation attached.

**ISSUES AND OPPORTUNITIES:**

With the Courts approval, Travis County Health and Human Services will hire two (2) case managers to support the Reagan Vertical Team in AISD. The staff, under the supervision of the Neighborhood Conference Committee Program Manager, will assist, and enhance the pre-court efforts in the City of Austin Municipal Court.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The approval of this agreement will facilitate the transfer of up to \$150,000 in revenue to Travis County to employ two, full time case managers within the Health and Human Services Department.

Current Travis County staff will select and supervise the staff in accordance with the agreed upon activities of the pilot project.

**REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt, Assistant County Attorney  
Leslie Browder, County Executive, Planning and Budget Office  
Diana Ramirez, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Nicki Riley, Travis County Auditor  
Deborah Britton, Director, HHS Community Services Division  
Darrell Caldwell, SSPA, Neighborhood Conference Committee  
Kathleen Hass, HHS Finance Manager

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**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF AUSTIN AND  
TRAVIS COUNTY FOR  
JUVENILE CASE MANAGEMENT SERVICES**

**PARTIES**

This Interlocal Cooperation Agreement ("Agreement") is entered into by the following parties: the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City"), and Travis County, a political subdivision of the State of Texas ("County").

**RECITALS**

County has the authority to: provide services to youth in need of protection and care (Tex. Family Code Ann., Section 264.006); provide for the care of indigents and other qualified recipients (Tex. Loc. Gov't. Code, Section 81.028, and other statutes); and provide for public health, education and information services; and providing such services constitutes a public purpose.

City and County have the authority to enter into an Interlocal Cooperation Agreement through the Texas Constitution, Article 3, Section 64, and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

Pursuant to the terms of this Agreement, City and County will collaborate on the implementation of a two-year intervention pilot program for juvenile Class C cases by providing case management services.

NOW THEREFORE, in consideration of these agreements, covenants and payments, the amount and sufficiency of which are acknowledged, City and County agree as follows.

**1.0 DEFINITIONS**

1.1 "Agreement Funds" means all funds paid by City to County pursuant to the terms of this Agreement.

1.2 "City Council" means the City Council of the City of Austin, Texas.

1.3 "Commissioners Court" means the Travis County Commissioners Court.

1.4 "Fiscal Year" means that twelve-month period between any October 1 and the next following September 30.

1.5 "HHSD" or "City Department" means the City of Austin Health and Human Services Department.

1.6 "Reagan Vertical Team" means the group of educators from the following schools who cooperate together to provide a more seamless transition from one grade level to another by increasing student retention of knowledge, minimizing duplication and repetition of curriculum and providing access to challenging coursework and remedial help:

Dobie Middle School – transition from Graham, Walnut Creek and Winn Elementary Schools  
Webb Middle School – transition from Barrington, Brown, Hart and Pickle Elementary Schools

1.7 "Neighborhood Conference Committee" or "NCC" means the group, including representatives from City, County and Austin Independent School District ("AISD") that works with first time juvenile misdemeanor offenders and their families.

1.8 "TCHHSVS" or "County Department" means Travis County Health, Human Services and Veterans Services.

1.9 "Parties" and/or "Party" means the City and/or County.

## **2.0 PURPOSE**

2.1 **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which the City and County will collaborate for the implementation of a two-year pilot program for services for juvenile Class C cases. The services will be provided by assigned case manager(s) who will provide pre-filing programs for juveniles in order to intervene prior to the introduction of the juvenile into the court system and attempt to prevent the juvenile from entering into the judicial system.

2.2 **Goal.** The goal of the program implemented under this Agreement is to put into place services and activities that will provide a method for holding eligible youth accountable for meeting requirements which will prevent their being introduced into the judicial system.

## **3.0 AGREEMENT TERM**

3.1 **Initial Term.** The Initial Term of this Agreement will begin January 1, 2013 ("Effective Date"), and end September 30, 2013 ("Initial Term"), unless sooner terminated in accordance with the terms of this Agreement.

3.2 **Renewal Term.** Unless sooner terminated pursuant to the terms of this Agreement, and upon approval of funding by the Commissioners Court and City Council during their respective budget process relating to any Renewal Term, this Agreement shall automatically renew October 1, 2013, and continue through September 30, 2014 ("Renewal Term"). Such automatic renewal will be under the same terms and conditions as those applicable to the Initial Term under this Agreement unless and until this Agreement is amended in writing pursuant to Section 4.0 of this Agreement.

## **4.0 AMENDMENT**

4.1 **Written Amendment.** Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement shall be in writing and signed by the Parties.

4.2 **Acknowledgements as to Amendments.** It is acknowledged by the City that no officer, agent, employee or representative of County has any authority to change the terms of this Agreement unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action of the Commissioners Court.

## **5.0 COUNTY RESPONSIBILITIES.** Pursuant to the terms of this Agreement, County will:

5.1 **Positions.** Hire two (2) appropriately qualified case managers to support the Reagan Vertical Team and assist and enhance the pre-court efforts of the Neighborhood Conference Committees.

5.2 **Training.** Provide training and administration of the program implemented under this Agreement pursuant to the terms of this Agreement and applicable statutory requirements.

5.3 **Benefits.** Provide salary and benefits as well as all necessary equipment and supplies for the employee hired by the County.

5.4 **Services.** Provide all services in accordance with:

5.4.1 the terms of this Agreement, including the "Work Statement," included in this Agreement as Attachment A.

5.4.2 applicable City requirements included in City of Austin Resolution No. 20111110-021, including Exhibit A, "Code of Ethics for Juvenile Case Managers," Exhibit B, "Pre-Service and In-Service

Qualifications and Training Requirements for Municipal Court Juvenile Managers," and Exhibit C, "Juvenile Case Manager Training Requirements Pursuant to State Law," included in this Agreement as Attachment B, "City Resolution."

5.4.3 applicable specific statutory provisions included in this Agreement as Attachment C.

6.0 **CITY RESPONSIBILITIES.** Pursuant to the terms of this Agreement, City will:

6.1 **Funding.** Provide funding in the amount set forth in Section 6.2 below for hiring of two (2) case managers to support the Reagan Vertical Team and assist and enhance the pre-court efforts of the Neighborhood Conference Committees.

6.2 **Amount.** The amount to be provided by the City through the Initial Term and Renewal Term would be an amount not to exceed \$150,000.00.

7.0 **MUTUAL RESPONSIBILITIES**

7.1 **Review.** City and County will work together to monitor, assess and evaluate performance under this Agreement.

7.2 **Assessment and Evaluation.** City and County will work together to coordinate with AISD to agree to data to be gathered and reviewed, and to agree upon a method for evaluating the results of the service and activities provided under this Agreement. Program impact will be monitored using AISD Standard Aggregate Reports (SARS). Data includes ethnicity, gender, grade, economic disadvantage status, English learner language status, special education status, standardized testing, average percentage of days attended, percentage promoted to next grade level, percentage graduation, percentage of students disciplined for substance offenses, percentage of students disciplined for aggressive behavior offenses, percentage of students suspended, and percentage of students removed/expelled. SARS allows the user to 1) look at these data for participating students for current year or prior years, and/or 2) compare participating students with a comparison group.

7.3 **Records and Reporting.** AISD shall keep records of student ID numbers for use of SARS. The County shall create and maintain records, either electronically or in paper format, that document contact with the student/client(s). Such records should be audited for quality and completeness on a weekly basis.

7.4 **Limitations.** In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate the County to provide services outside of the scope of this Agreement. County funding of services under this Agreement shall be from current revenue funds available to County and set aside for this purpose. The parties agree that the payment made under this Agreement is in an amount that fairly compensates for the services or functions performed under this Agreement.

7.5 **Invoice.** Within ten (10) days of February 1, 2012 (and the first of each month thereafter in which services are provided), County will provide City with an accurate invoice reflecting the costs incurred for the actual services were rendered during the previous month. City will pay County within thirty (30) days of receipt of the full and complete invoice. City and County will mutually agree to the information to be included in the invoice.

8.0 **ENTIRE AGREEMENT**

8.1 **Inclusive Agreement.** All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement have been reduced to writing and are contained in this Agreement.

8.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Agreement and constitute promised performance by the Parties in accordance with the terms of this Agreement:

8.2.1 Attachment A – Scope of Work

- 8.2.2 Attachment B – City Resolution
- 8.2.3 Attachment C – Specific Applicable Statutory Provisions

9.0 **NOTICE**

9.1 **Requirements.** Except as otherwise specifically noted in this Agreement, any notice required or permitted shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as set forth in this Agreement.

9.2 **City Address.** The address of City for all purposes under this Agreement shall be:

Marc A Ott, City Manager  
301 west 2<sup>nd</sup> Street, Third Floor  
Austin, Texas 78701

With a copy to:

Bert Lumbreras, Assistant City Manager  
301 west 2<sup>nd</sup> Street, Third Floor  
Austin, Texas 78701

9.3 **County Address.** The address of County for all purposes under this Agreement shall be:

Sherri Fleming, County Executive  
Travis County Health, Human Services and Veterans Services  
P. O. Box 1748  
Austin, Texas 78767

9.4 **Change of Address.** Each Party may change the address for notice to it by giving written notice of the change to the person listed above.

10.0 **TERMINATION**

10.1 Any Party may terminate this Agreement by giving written notice to the other Party no later than thirty (30) days prior to the effective date of such termination.

11.0 **OTHER**

11.1 **Insurance.** City and County acknowledge and agree that each Party is self-insured and will maintain such coverage at a level sufficient to cover the needs of City and County, respectively, pursuant to applicable generally accepted business standards. Each Party shall require all subcontractors providing services under this Agreement to have insurance coverage sufficient to cover the needs of the Parties and/or subcontractor pursuant to applicable generally accepted business standards.

11.2 **Liabilities and Claims.** Neither Party shall be liable for any claims or losses arising from any acts or omissions of the other Party, or the other Party's employees, officers, agents or representatives performed under this Agreement. Any Party receiving notice of any claim or other action against that Party in relation to this Agreement shall provide notice of such claim or action to the other Party within five (5) working days of receipt of such claim.

11.3 **Federal, State and Local Laws.** City shall provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this Agreement including, but not limited to: Title VI of the Civil Rights Act of 1964, as

amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 (S.933) ("ADA"); Chapter 73, TEXAS ADMINISTRATIVE CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA). City shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Agreement services and activities, City will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U. S. Department of Health and Human Services and the Texas Department of State Health Services.

11.4 Confidentiality. Each Party shall secure the confidentiality of records and other information relating to clients served in accordance with the applicable Federal, state and local laws, rules and regulations, and applicable professional ethical standards and as permitted by the Texas Open Government Act, Chapter 552 of the Texas Government Code. This provision will not be construed as limiting the right of access to otherwise disclosable client information.

11.5 Immunity or Defense. It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of City or County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decision to compensate by the other Party; nor will such action by one Party operate to incur any expense or charge to the other Party.

11.6 No Joint Enterprise. The relationship of County and City under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. No employee of City shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. No employee of County shall be considered an employee of City or gain any rights against City pursuant to City's personnel policies. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party. The Parties expressly agree that each Party is an independent contractor, and that each Party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.

11.7 Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written consent of the other Party.

11.8 Binding Agreement. This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Agreement.

11.9 Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in Travis County, Texas.

11.10 Survival of Conditions. Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance have been achieved.

AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF AUSTIN

BY: \_\_\_\_\_

Bert Lumbreras  
Assistant City Manager

Date: 12/17/12

TRAVIS COUNTY

BY: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

**ATTACHMENT A**  
**SCOPE OF WORK**

1.0 **Legal Requirements.** This Agreement shall be subject to the specific applicable provisions (Exhibit 1) of:

1.1 Texas Code of Criminal Procedure, Section 45.056

1.2 Texas Code of Criminal Procedure, Section 102.0174

1.3 House Bill 61

1.4 City of Austin Resolution # 20111110-021 (Exhibit 2), including:

1.4.1 City of Austin Code of Ethics for Juvenile Case Managers (Exhibit A of the Resolution);

1.4.2 Pre-Service and In-Service Qualifications and Training Requirements for Municipal Court Juvenile Case Managers (Exhibit B of the Resolution); and

1.4.3 City of Austin Juvenile Case Manager Training Requirements (Exhibit C of the Resolution)

2.0 **Procedure.** It is understood that the program will provide services to allow juveniles referred to the court system to enter into agreements, the successful fulfillment of which will prevent them from being placed into the judicial system. Failure to meet those requirements will re-introduce the juvenile into the system for necessary procedures and processing, including transfer to another case manager and out of the program.

3.0 **Evaluation.** The Parties understand that complete evaluation and assessment of the program will require participation of AISD, and the Parties will work with AISD, as a partner in the program, to develop, maintain and proceed with an accurate evaluation of data in the hands of AISD, along with data developed and maintained by the Parties, which will provide a meaningful review of the results of the program.

4.0 **Job Description.** County will hire two (2) Social Services Assistant/Case Managers to provide the services set forth under this Agreement. Job duties of the position will include:

4.1 **Job Summary.** Case Manager will:

4.1.1 Provide paraprofessional social services support services for clients and staff.

4.1.2 Screen clients to assess social service and health needs.

4.1.3 Determine preliminary eligibility for services.

4.1.4 Refer client to social services provider resources and services as appropriate.

4.1.5 Organize case files and other materials and resources.

4.1.6 Assist in participating in outreach activities and serving as liaison with community organizations.



4.2 Duties and Responsibilities. Case Manager will:

4.2.1 Interview clients; collect data; determine eligibility; provide clients with program information, procedures and documentation requirements; assign client to appropriate staff and/or social services programs.

4.2.2 Encumber funds as necessary for services.

4.2.3 Answer telephone inquiries.

4.2.4 Provide basic problem solving to clients; provide limited short-term counseling; contact other providers to coordinate delivery of services; schedule appointments and home visits.

4.2.5 Perform administrative duties as needed.

4.3.6 Enter data into computer to record information.

4.3.7 Assist in compiling, monitoring, documenting and maintaining statistical and other information and records.

4.3.8 Participate in planning and implementing special projects.

4.3.9 Supervise clients in all phases of work to be accomplished.

4.3.10 Transport clients, provide safety briefing and ensure all equipment is available and in good working condition.

**ATTACHMENT B**

**CITY RESOLUTION**

**RESOLUTION NO. 20111110-021**

**WHEREAS**, the City of Austin has, pursuant to Section 102.0174 of the Texas Code of Criminal Procedure, authorized a juvenile case manager fund supported by additional costs assessed and collected in municipal court; and

**WHEREAS**, the City has, pursuant to Section 45.056 of the Texas Code of Criminal Procedure, employed juvenile case managers to provide services in cases involving juvenile offenders before the court; and

**WHEREAS**, the 82nd Texas Legislature enacted Senate Bill 61, which requires a governing body employing a juvenile case manager to adopt, by December 1, 2011, reasonable rules for juvenile case managers that provide for a code of ethics, educational pre-service and in-service training standards, and training in relevant substantive areas; and

**WHEREAS**, the City Council wishes to ensure that its juvenile case managers receive the requisite training and are held to high ethical standards;

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN;**

1. The City Council adopts the Juvenile Case Manager Code of Ethics, attached as Exhibit "A", as the ethical standard to which the City's juvenile case managers shall be held.
2. The City Council adopts the Educational Pre-service and In-service Training Standards, attached as Exhibit "B", as the appropriate educational standards for its juvenile case managers.
3. The City Council directs the clerk of the municipal court to ensure that municipal court juvenile case managers receive training in the role of the juvenile case manager, case planning and management, applicable procedural and substantive law, courtroom proceedings and presentation, services to at-risk youth, local programs for juveniles, and the detection and prevention of abuse, exploitation and neglect of juveniles, as set forth in Exhibit "C."
4. The City Council directs the clerk of the municipal court to implement the rules and to conduct an annual review of the court's juvenile case managers to ensure implementation of the rules.

ADOPTED: November 10, 2011

ATTEST:

Shirley A. Gentry  
City Clerk

## EXHIBIT A

### CODE OF ETHICS FOR JUVENILE CASE MANAGERS

#### PREAMBLE

The goal of the juvenile case manager is to assist Municipal Court ("Court") in administering the Court's juvenile docket and in supervising its court orders in juvenile cases. The mission of the juvenile case manager is to assist judges in providing juveniles the resources to shape their futures, connect with the community, and become law abiding citizens. Juvenile case managers shall comply with this Code of Ethics, applicable state law, and Chapter 2-7 of the Austin City Code. When applying this Code of Ethics, one should keep in mind that the City is guided at all times by the values of integrity, excellence, compassion, and respect for the dignity of every person.

#### STANDARDS

**Confidentiality.** A juvenile case manager shall not disclose to any unauthorized person any confidential information acquired in the course of employment, unless the disclosure is ordinary and necessary to complete the duties and responsibilities associated with the position and is authorized by law.

**Conflicts of Interest.** A juvenile case manager shall be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment. In order to maintain the community's trust in the judicial system, a juvenile case manager shall not solicit or accept improper gifts, gratuities, or loans, and should avoid engaging in business relationships that give rise to an appearance of impropriety.

**Competence.** A juvenile case manager shall endeavor at all times to perform official duties properly and with courtesy and diligence. A juvenile case manager shall fulfill his or her duty and represent himself or herself only within the boundaries of the manager's education, training, license, certification, consultation received, supervised experience, or other relevant professional experience.

**Respect for the Law.** A juvenile case manager shall abide by all federal, state, county, and municipal laws, guidelines, ordinances and rules. A juvenile case manager shall be familiar with the Texas Code of Judicial Conduct and the basic standards to which members of the judiciary are held.

**Abuse of Position.** A juvenile case manager shall not use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself, herself, or any other person. A juvenile case manager shall always maintain an appropriate relationship with juveniles coming under the jurisdiction of the Court. A juvenile case manager shall not discriminate against any person on the basis of age, sex, creed, sexual preference, disability, or national origin.

#### ENFORCEMENT

Any alleged violation of applicable ethical standards shall be subject to investigation as authorized by the Austin City Code.

## EXHIBIT B

### **Pre-Service and In-Service Qualifications and Training Requirements For Municipal Court Juvenile Case Managers**

#### **Definitions:**

Pre-service training refers to those skills, training, or certifications possessed at the time of hire or prior to the commencement of the juvenile case manager's full duties.

In-Service training refers to additional skills, training, or certification hours obtained after commencement of the juvenile case manager's full duties.

#### **Minimum Qualifications for Juvenile Case Manager Applicants:**

Two years of higher education or court experience plus two (2) years of related experience, preferably with youth services. A combination of equivalent education and/or experience may substitute for the minimum qualifications

#### **Recommendations for Existing Juvenile Case Managers:**

Existing juvenile case managers that lack suggested areas of in-service training should begin obtaining said requirements within 6 months of the approval of this resolution or within 6 months of beginning employment.

#### **Pre-Service Training Requirements:**

*(Minimum recommendation of 24 hours in following topics prior to starting case work)*

- The role of the juvenile case manager
- Ethics
- Juvenile law & introduction to court procedure
- Fundamentals of case planning and management
  - Interagency collaboration
- Risk assessment
- Juvenile mental health
- Child psychology
- Report writing

#### **In-Service Training Requirements:**

*(Minimum recommendation of 8 hours per year)*

- Mental health
- Legal updates
- Recognizing and Reporting Abuse & Neglect
- Substance Abuse
- Special Topics
- Juvenile Gangs
- Family Violence
- Bullying
- Sex offenders
- Juveniles with Learning, Psychological, and Physical Disabilities
- Upgrades in Documentation and Technology

## EXHIBIT C

### **Juvenile Case Manager Training Requirements Pursuant to State Law**

Pursuant to Section 45.056 (f) of the Texas Criminal Code of Procedure, City municipal juvenile case managers must receive training in the following areas:

- The role of juvenile case managers;
- Case planning and management;
- Procedural and substantive law;
- Courtroom proceedings and presentation;
- Services to at-risk youth under Subchapter D, Chapter 264 of the Texas Family Code;
- Local programs and services for juveniles and methods by which juveniles may access those programs and services;
- Detecting and preventing abuse, exploitation, and neglect of juveniles.

To obtain the above training, municipal court juvenile case managers may attend yearly training with the Texas Municipal Courts Educational Center, obtain court clerk certification levels, and attend either Texas Court Clerk Association local chapter meetings or Juvenile Case Managers Association meetings to establish contacts with other juvenile case managers. In addition, the municipal court clerk may approve or arrange for in-house training sessions to meet some or all of the training requirements.

## ATTACHMENT C

### SPECIFIED APPLICABLE STATUTORY PROVISIONS

Terms of this Agreement will be performed in accordance with all applicable statutory and regulatory requirements, including, but not limited to:

#### 1.0 CODE OF CRIMINAL PROCEDURE, CHAPTER 45

1.1 **Authority.** Section 48.056 Juvenile Case Mangers. (a) On approval of the commissioners' court, city council, school district board of trustees, juvenile board, or other appropriate authority, a county court, justice court, municipal court, school district, juvenile probation department, or other appropriate governmental entity may:

- (1) employ a case manager to provide services in cases involving juvenile offenders before a court consistent with the court's statutory powers; or
- (2) agree in accordance with Chapter 791, Government Code, to jointly employ a case manager.

1.2 **Rules.** Section 45. \_\_\_\_ (f). The governing body of the employing governmental entity under Subsection (a) shall adopt reasonable rules for juvenile case managers that provide:

- (1) a code of ethics, and for the enforcement of the code of ethics;
- (2) appropriate educational pre-service and in-service training standards for juvenile case managers; and
- (3) training in:
  - (A) the role of the juvenile case manager
  - (B) case planning and management
  - (C) applicable procedural and substantive law;
  - (D) courtroom proceedings and presentation;
  - (E) services to at-risk youth under Subchapter D, Chapter 264, Texas Family Code.
  - (F) local programs and services for juveniles and methods by which juveniles may access those programs and services; and
  - (G) detecting and preventing abuse, exploitation, and neglect of juveniles.

1.3 **Reporting.** Section 45. \_\_\_\_ (f). The juvenile case manager shall timely report to the judge who signed the order or judgment and, on request, to the judge assigned to the case or the presiding judge, information or recommendations relevant to assisting the judge in making decisions that are in the best interest of the child. NOTE: While the specific requirements of this provision do not apply, since the juveniles involved in the services under this Agreement have not yet been ordered into the system, the case manager(s) will meet the spirit of the above by creating and maintaining records of the services provided, and will provide those records to any subsequent case manager assigned to the child.

1.4 **Implementation of Rules.** Section 45. \_\_\_\_ (g). The employing court or governmental entity under this article shall implement the rules adopted under Subsection (f).

1.5 **Consultation.** Section 45. \_\_\_\_ (g) The judge who is assigned to the case shall consult with the juvenile case manager who is supervising the case regarding:

- (1) the child's home environment;
- (2) the child's developmental, psychological, and educational status;
- (3) the child's previous interaction with the justice system; and
- (4) any sanctions available to the court that would be in the best interest of the child.

1.6 **Periodic Review.** Section 45.\_\_\_\_(h). The commissioners' court or governing body of the municipality that administers a juvenile case manager fund under Article 102.0174 shall require periodic review of juvenile case managers to ensure the implementation of the rules adopted under Subsection (f).

NOTE: Pursuant to the above, the City will have the right to conduct and audit/periodic review of the services provided under this Agreement.

1.7 **Exemption.** Section 45.\_\_\_\_(h). Subsection (f) and (g) do not apply to:

(1) a part-time judge

## 2.0 **CODE OF CRIMINAL PROCEDURE, CHAPTER 102.0174**

2.1 **Fund.** Section 102.0174(g). A fund created under this section may be used only to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of a juvenile case manager employed under Article 45.056. The fund may not be used to supplement the income of an employee whose primary role is not that of a juvenile case manager.

## 3.0 **AUSTIN ORDINANCE 20051201-038**

### 3.1 **Juvenile Case Manger Fund and Fee.**

(A) The juvenile case manager fund is created in accordance with Texas Code of Criminal Procedure Article 102.0174 (*Court Costs; Juvenile Case Manager Fund*).

(B) Except as provided in Subsection (C), each defendant convicted of a fine-only misdemeanor in the City of Austin Municipal Court shall pay a juvenile case manager fee as a cost of court. The municipal court clerk shall collect the fee.

(C) A municipal judge may waive the fee in a case of financial hardship.

(D) The municipal court clerk shall deposit the fees collected under this section in the juvenile case manager fund. The fund shall be administered as directed by the city council and may be used only for the purposes prescribed by Texas Code of Criminal Procedure Article 102.0174 (*Court Costs; Juvenile Case Manager Fund*).

## **Travis County Neighborhood Conference Committee**

### **(The Volunteer Component)**

The volunteer component is an important part of the Neighborhood Conference Committee (NCC) Program. The model and principles of community and restorative justice that serve as the basis for the NCC program involve active volunteer participation. The role of NCC volunteers is to serve as members of the neighborhood conference committees/School Conference Committee. They work with the Case Manager to meet with families, youth and school officials, gather information about the case, and decide upon the terms of the contract or agreement that will serve as the resolution to the school related issue. Volunteers also play various roles in assisting the Case Manager in current aspects of the volunteer component including recruitment, retention, and recognition of volunteers. In the current NCC Program volunteers are recruited, and serve based on geographical regions in which they, and the youth reside. In the case of this pilot, the volunteers will be recruited from, and provide service to the participating school. The premise is that as residents of the community these volunteers are able to advocate the community's sentiments when negotiating the contracts of the youth in question, and act as support to help youth refrain from future negative behaviors. This relationship is central to restoring youth to their school and their community. The volunteers do not have ongoing contact with the youth, but are engaged with them during the initial conference or meeting. During the initial conference with the youth and parent(s), the volunteers and Case Manager have an opportunity to better understand the family dynamics, school related issues, and other issues impacting the youth. This information is then factored into making recommendations that will be captured in the written contract or agreement with the youth. Once the contract is in place, it is the responsibility of the Case Manager to oversee and manage the case until completion or return of the case for non-compliance. The integration of the neighborhood volunteer committee into the program provides the unique opportunity for youth to experience the full effect, and impact of their actions on, not only themselves, but the neighborhood or community they are connected to.



Austin City Council  
Austin Independent School District Board of Trustees  
Travis County Commissioners Court

Joint Subcommittees' Meeting  
Judicial Support Task Force Report  
September 30, 2011  
Judge Kelly Evans, Co-Chair  
Judge Leonard Ray Saenz, Co-Chair

# Community Partners Engaged

- **AISD**
  - Dropout Prevention/Reduction
  - General Counsel
  - School Resource Officer
  - Supervisor of Discipline
- **City of Austin**
  - Austin Police Dept.
  - City Manager's Office
  - Health & Human Services
  - Law Department
  - Municipal Court Judges
  - Municipal Court Clerk
- **Travis County**
  - County Attorney
  - Health & Human Services
  - Constable Pct. 1
  - Constable Pct. 2
  - Constable Pct. 5
  - District Attorney
  - Justice of the Peace Pct. 1
  - Justice of the Peace Pct. 3
  - Justice of the Peace Pct. 4
  - Justice of the Peace Pct. 5
  - Juvenile Probation / Gardner Betts
  - Travis County District Court
  - Truancy Court

# Community Partners Engaged

- **Local Non-Profit Organizations**
  - Communities in Schools
  - La Voz
  - LULAC/Madre
  - Diocese of Austin
  - PODER
  - The Austin Project
- **Community Members**
  - **Others**
    - Austin Human Rights Commission
    - Retired Municipal Court Judge

# Charge

- How to make the current system less punitive and more supportive of children/families?
- What model can best accomplish this or what modifications can be made to our current system?
- What immediate reforms can be recommended given current financial limitations?

# Current System

- Justice of the Peace – Process Failure to Attend cases in Middle and High Schools
- Municipal Court – Process Failure to Attend cases on parents of Elementary students as well as city-wide class “C” misdemeanors.
- Truancy Court – On Site court held during school hours at Fulmore, Mendez, Pearce and Martin Middle School

# Current System: Case Work Manager

- **Justice of the Peace**
  - Case Work Managers
- **Municipal Court**
  - Youth Services
- **Truancy Court**
  - Probation Officers
- **Juvenile Court** - 10 and 11 yr. olds as of 9/1/11

# AISD Strategies

- Child Study Teams
- Advanced Case Management Tool
- Class C Initiative
- Referrals to Communities in Schools (CIS)
- Referrals to Family Resource Centers (FRC)
- District wide pre-filing Process for Failure to Attend Cases
- District wide process for filing Failure to Attend Cases

# Recommendation: Pre-Court Action

- Establish a Neighborhood Conference Committee (NCC) in every school in collaboration with Family Resource Centers and Communities in Schools. ( long-term goal)
- Establish a part-time Case Work Manager that supports the NCC.



# NCC

- NCC relies on community volunteers
- Restorative Justice
- Community members along with families and youth work toward a final resolution to the offense (social contract).
- NCC volunteers are residents of the geographical regions they serve.
- Case work managers implement the contract, connect families and youth to services and continue to work with families until completion or transfer of non-compliance.

# Recommendation: Pre-Court Action

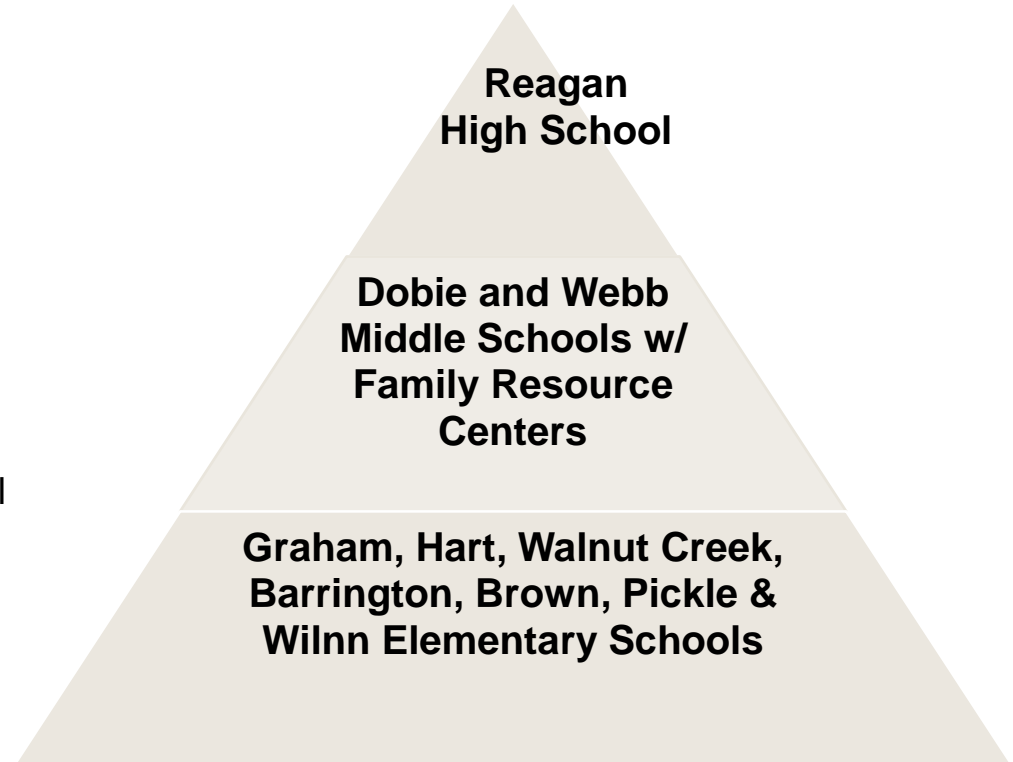
- Create a diversion program
  - Deferred Prosecution with APD and AISD PD
- Community-Based Leadership supporting:
  - Youth Leadership Programs
  - Restorative Circles
  - Support Community Connection, Learning & Action

# Recommendation: Vertical Court Approach

A two year pilot consisting of the Reagan Vertical Team in which all Class C misdemeanors and FTAS cases will be filed in Municipal Court.

Establish an NCC for the Reagan Vertical Team. Employ one half time case work manager

- Employ a full time case work manager to support the Reagan Vertical Team, preferably a social worker who would be able to conduct assessments as well as recruit volunteer interns. Funded by the City of Austin Case Work Manager Fund
- Adopt the duties and responsibilities of the Travis County Juvenile Case Manager Job description.



# Other Considerations

- In the event additional resources become available Judge Susan Steeg of Precinct 3 (JP3) is open to piloting a second vertical court approach at Akins or Crockett High Schools.
- Judge Yvonne Williams of Precinct 1 ( JP1) is also open to piloting a third vertical court approach.
- Municipal Court would transfer Class C misdemeanors cases for those students who have pending FTA cases before the Justice of the Peace Courts.

# Recommendation: Vertical Court Approach (Cont.)

- Yearly Evaluation
  - Attendance rate
  - Promotion rate
  - Recidivism rate
- Adopt the use of Justice of the Peace Precinct 3 Student Profile Survey
  - Uses the TRAIN software (assessment and case management tool as well as data collection)
    - Annual Software cost of \$600

# Conclusion:

## Vertical Team Approach

- Benefits of the vertical team/court approach will enhance the current system by making it less punitive and more supportive of children/families.
- The system will provide for timely and consistent handling of cases.
- Case work managers will ensure the compliance of court orders along with the coordination of services.
- Generally, schools start filing FTAS cases at the end of September. By adding the Class C Misdemeanors the vertical court approach can set a plan with the potential to intervene before a child meets the legal threshold for a Failure to Attend School case.

# Conclusion:

## Vertical Team Approach

- Allows case work manager to connect children and families to services within the vertical team.
- Provides a continuum of supports with appropriate incentives and consequences.
- Using the Youth Management System allows case work manager to access services within the community.
- Quarterly meeting with the vertical team encourages healthy interaction between all stakeholders.

# Restorative Justice/NCC Truancy Intervention Pilot

