



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 17, 2013

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**Elected/Appointed Official/Dept. Head:** Estela P. Medina 854-7069

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on a Memorandum of Understanding (MOU) between the Travis County Juvenile Board, Travis County, and the following Independent School Districts: Austin, Del Valle, Eanes, Lake Travis, Lago Vista, Leander, Manor, Pflugerville, and Round Rock regarding the Travis County Juvenile Justice Alternative Education Program for the 2013-2014 school year.

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

Travis County Juvenile Probation Department operates the Travis County Juvenile Alternative Education Program (JJAEP) as mandated by Chapter 37 of the Texas Education Code under the oversight of the Travis County Juvenile Board. Further, Section 37.011 of the Texas Education Code requires the Travis County Juvenile Board and all of the school districts in the county to enter into a joint memorandum of understanding that addresses certain specified requirements for the operations of the JJAEP annually.

The proposed Memorandum of Understanding for the JJAEP of Travis County, to be effective September 1, 2013 through August 31, 2014, is between Travis County, the Travis County Juvenile Board ("TCJB"), and the following school districts: Austin, Del Valle, Eanes, Lago Vista, Lake Travis, Leander, Manor, Pflugerville, and Round Rock. The MOU was approved by the Travis County Juvenile Board on August 28, 2013.

### **STAFF RECOMMENDATIONS:**

The Travis County Juvenile Probation Department respectfully recommends approval of the Memorandum of Understanding.

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

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

**MEMORANDUM OF UNDERSTANDING  
FOR THE  
JUVENILE JUSTICE ALTERNATIVE EDUCATION COOPERATIVE  
OF TRAVIS COUNTY**

This Memorandum of Understanding ("Agreement") is an Interlocal Agreement entered into pursuant to Texas Education Code, Chapter 37 and the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791, and is entered into to be effective the 1st day of September, 2013, between **Travis County**, the **Travis County Juvenile Board** ("TCJB"), and the following educational entities: **Austin Independent School District**, **Del Valle Independent School District**, **Eanes Independent School District**, **Lake Travis Independent School District**, **Lago Vista Independent School District**, **Leander Independent School District**, **Manor Independent School District**, **Pflugerville Independent School District**, and **Round Rock Independent School District** (hereinafter referred to collectively as the "ISDs"). The parties to this Agreement shall be collectively referred to herein as "Participants."

**RECITALS:**

**WHEREAS:**

- (1) Texas Education Code Sec. 37.011(m) requires the TCJB to enter into a Memorandum of Understanding with the ISDs establishing a Juvenile Justice Alternative Education Program ("JJAEP"); and
- (2) The Participants desire to participate in the Juvenile Justice Alternative Education Program Cooperative of Travis County ("JJAEP Co-Op") and to comply with the agreements contained herein; and
- (3) The ISDs wish to reach an agreement with the TCJB as to the placement of students expelled from school under the discretionary expulsion and removal provisions of Texas Education Code, Chapter 37; and
- (4) The Participants desire to create and operate the JJAEP Co-Op pursuant to Chapter 37 of the Texas Education Code and this Agreement; and
- (5) The Participants further desire to define and create the duties and responsibilities of the Participants, and to set forth herein the methods by which the Participants shall fund, govern and establish the JJAEP Co-Op; and

(6) The Participant ISDs recognize that the Texas Legislature has appropriated certain funds to pay the County and TCJB for the cost of educating students in the JJAEP Co-Op who are expelled under the mandatory expulsion provisions of Texas Education Code Chapter 37. However, such funds are insufficient to meet the cost of educating students in the JJAEP Co-Op; and

(7) The ISDs are required to consider course credit earned by a student while in the JJAEP Co-Op as credit earned in a school district program pursuant to Texas Education Code Sec. 37.010(d), and the ISDs have an ongoing interest in the quality of education provided in the JJAEP Co-Op and the academic success of students who will be returned from the JJAEP Co-Op to the regular school setting. Therefore, the ISDs desire to assist in providing the JJAEP Co-Op with full, adequate funding; and

(8) The relationship between the Participants necessitates this Interlocal Agreement;

**NOW THEREFORE, BY THIS AGREEMENT IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTICIPANTS AS FOLLOWS:**

**SECTION ONE: DEFINITIONS**

For purposes of this Agreement:

1.1 "discretionary" shall mean any student who is expelled or removed from the regular classroom and meets the definition of any one of the following three categories:

1.1.a. "discretionary Category I" shall mean any student who is expelled under Texas Education Code Sec. 37.007 (b), (c), (f) or (i);

1.1.b. "discretionary Category II" shall mean any student who is expelled for committing an off-campus offense under Texas Education Code Sec. 37.0081(a);

1.1.c. "discretionary Category III" shall mean any student who is a publicly Registered Sex Offender who is eligible for placement in the JJAEP under Subchapter I of Chapter 37 of the Texas Education Code.

1.2 "ISSP transition team" shall mean those persons responsible for reviewing a student's academic progress in accordance with Texas Education Code Sec. 37.011(d); that is, the TCJB or its designee, and the parent or guardian of the student. For purposes of this Agreement, a representative of the ISD from which the student was expelled may also be a member of the ISSP transition team, together with any JJAEP Co-Op staff as may be appropriate.

1.3 "mandatory expulsion" shall mean any student who is expelled pursuant to the provisions of Texas Education Code Sec. 37.007 (a), (d) or (e).

1.4 "rollover funds" shall mean all funds paid by the ISDs to the TCJB for either discretionary or mandatory expulsion allotments that remain unexpended on August 31 of each year.

1.5 "semester" as referenced by the Texas Education Code Subchapter I. Placement of Registered Sex Offenders shall mean 90 school days.

1.6 "student" shall mean any person residing in Travis County aged ten years or older and required to attend school pursuant to Texas Education Code Sec. 25.085.

## **SECTION TWO: STUDENT CODES OF CONDUCT**

2.1 The JJAEP Co-Op will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which students will be subject to expulsion from the school setting and placement in the JJAEP Co-Op. A student may be expelled and placed in the JJAEP if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior despite documented behavioral interventions. Serious misbehavior, as defined by Texas Education Code 37.007(c), means:

- (1) Deliberate violent behavior that poses a direct threat to the health or safety of others;
- (2) Extortion, meaning the gaining of money or other property by force or threat;
- (3) Conduct that constitutes coercion, as defined by Section 1.07, Texas Penal Code; or
- (4) Conduct that constitutes the offense of:
  - (A) Public lewdness under Section 21.07, Texas Penal Code;
  - (B) Indecent exposure under Section 21.08, Texas Penal Code;
  - (C) Criminal mischief under Section 28.03, Texas Penal Code;
  - (D) Personal hazing under Section 37.152, Texas Education Code; or
  - (E) Harassment under Section 42.07(a)(1), Texas Penal Code, of a student or district employee.

## **SECTION THREE: GOVERNANCE OF JJAEP CO-OP**

3.1 Composition of Governing Body - The JJAEP shall operate as a function of Travis County and the TCJB, separate and apart from the other Participants to this Agreement. It

shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than Travis County and the TCJB.

3.2 Executive Committee - Upon the effective date of this Agreement, there shall be created an Executive Committee, consisting of one (1) representative of each ISD, one (1) representative of Travis County, and one (1) representative of the TCJB, each to be appointed by their respective governing body. All representatives to the Executive Committee shall be named not later than thirty (30) days from the effective date of this Agreement. Vacancies on the Executive Committee shall be filled by appointment by the governing body represented thereby. The Executive Committee exists solely to advise and assist the TCJB, and has no authority to direct or control the JJAEP Co-Op.

3.3 Quorum and Voting - Four (4) members of the Executive Committee shall constitute a quorum. The Executive Committee shall act by and through resolutions, motions or orders adopted or passed by the Executive Committee upon the vote of the majority of the members the Executive Committee attending the meeting at which the issue was presented.

3.4 Voting Rights - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Chair shall have two votes.

3.5 Chair - At the initial meeting of the Executive Committee, and thereafter annually, the Executive Committee shall select from its membership a Chair by the affirmative vote of a majority of the members. The Chair shall prepare the agenda, preside over the meetings of the Executive Committee and shall be responsible for scheduling regular and special called meetings of the Executive Committee, including the provision of notice thereof.

3.6 The TCJB representative shall act as custodian of all minutes, records, and reports of the Executive Committee, and shall generally assist the Chair and shall have such powers and perform such duties and services as shall from time to time be delegated to him or her by the Chair.

3.7 The Chair shall serve in his or her respective capacities until tendering written resignation(s) or until replacement by a majority vote of the members of the Executive Committee.

3.8 The Chair shall be entitled to vote on all matters coming before the Executive Committee.

3.9 Meetings - The Executive Committee shall hold regular meetings at such time and in such place determined by the Executive Committee. If the Executive Committee does not

designate the place of meeting, the meeting shall be held at the Administrative Offices of the Austin Independent School District, 1111 West 6th Street, Austin, Texas, 78703. Procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the Executive Committee shall be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

3.10 Notice of Meeting - Written notice of the regular meetings of the Executive Committee shall be mailed, delivered or sent by electronic mail to each member not less than five (5) days prior to the date thereof. Written notice of all meetings of the Executive Committee shall be posted at the place(s) for posting notice of public meetings of each of the Parties hereto in accordance with the Texas Open Meetings Act. The Chair of the Executive Committee shall transmit to each member of the Executive Committee a notice for the purpose of such posting not less than five (5) days prior to the date of the meeting. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the general direction of Chair of the Committee, or the members calling the meeting.

3.11 Duties - The activities of the Executive Committee shall include, but not be limited to the following:

- A. To develop and recommend proposed written operating policies to the TCJB consistent with any rules and regulations adopted by the Texas Juvenile Probation Commission pursuant to Texas Education Code Sec. 37.011, and Texas Human Resources Code Sec. 221.002(a) regarding the operations, policies and procedures of the JJAEP Co-Op, and to make advisory recommendations to the TCJB regarding such operations, policies, and procedures including suggested changes or amendments thereto;
- B. To review the contractual requirements and arrangements between the TCJB and third-party providers of goods and services in connection with the creation and operation of the JJAEP Co-Op, and to make recommendations to the TCJB in connection with such contracts;
- C. To act as a liaison between the Participants and any third-party providers of programs or services. Such liaison services shall include, but not be limited to general communications, problem resolution, and Participant meeting coordination;

- D. To participate in an advisory capacity in the development of the annual operating budget for the JJAEP Co-Op; to recommend the initial criteria for, and thereafter monitor the ISDs' billing and payment schedule for the JJAEP Co-Op;
- E. To facilitate coordination with the Participants to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the JJAEP Co-Op and the subsequent transition back into the school setting;
- F. To assist the TCJB in developing job descriptions, screening applicants, and making personnel and staffing recommendations for the JJAEP Co-Op;
- G. To formulate and recommend other policies or procedures as appropriate to the TCJB as may be necessary to operate consistent with any rules and regulations as shall be adopted by the Texas Juvenile Probation Commission; and
- H. To formulate and recommend a consistent method for calculating the budget and cost projections for the JJAEP Co-Op.

3.12 JJAEP Co-Op Executive Committee Compensation - No member of the JJAEP Co-Op Executive Committee shall receive compensation for his or her services as a member of the Committee. Nothing herein contained shall be construed to preclude any Committee member from receiving compensation or reimbursement for expenses from the member's respective employer for serving on the Committee.

#### **SECTION FOUR: STUDENT PLACEMENT IN JJAEP**

4.1 The Participants hereto acknowledge that Texas Education Code Sec. 37.010 (a) requires that every expelled student in a county with a population of 125,000 or greater who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the JJAEP Co-Op to provide educational services to all expelled students, as provided more fully herein. However, no students will be assigned to the Travis County JJAEP except as set forth by provisions of this Agreement.

4.2 Students who are expelled from the school district setting will be afforded due process within the respective ISD as provided by school district policy and federal and state law.

4.3 Each ISD shall use its best efforts to notify the juvenile court in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in conduct for which the student will be subject to mandatory expulsion. Such notice may be given in addition to any notice required under Texas Family Code Sec. 52.041. If the



juvenile court receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall consider entering an order that the student attend the JJAEP Co-Op as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.4 Every student eligible for placement in the JJAEP as set forth by the provisions of this Agreement who has been expelled from an ISD, and for whom information has been provided by the ISD from which the student has been expelled to the juvenile court in accordance with Texas Family Code Sec. 52.041, shall be ordered by the juvenile court to enroll in the JJAEP Co-Op as soon as reasonably practicable after the juvenile court's receipt of such notice. The information provided by the ISD for any student expelled for serious misbehavior under Texas Education Code Sec. 37.007(c), shall include documentation of the serious misbehavior and documentation of the behavioral interventions provided by the ISD prior to the expulsion.

4.5 Failure of an ISD to timely notify the juvenile court of an expulsion pursuant to Texas Family Code Sec. 52.041 shall result in the student's duty to continue attending the school district's educational program, which shall be provided to that student until such time as the notification to the juvenile court is properly made.

4.6 The juvenile court shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the juvenile court ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the juvenile court shall consider entering an order that the student immediately begin attending the JJAEP Co-Op pending resolution of the disciplinary action, including any expulsion hearings, at the ISD.

4.7 It is the intent of the Participants hereto that for each expelled student who is placed in the JJAEP Co-Op, the term of such placement will be coterminous with the term of the student's expulsion from school. The ISDs agree that a placement term of no less than one six week grading period will be required, absent extenuating circumstances. Students must remain in the JJAEP Co-Op for the full period ordered by the juvenile court unless the student's school district agrees to accept the student before the date ordered by the juvenile court or the student is referred back to the ISD pursuant to Section 4.8 or Section 4.9 or Section 4.10 herein. The juvenile court shall consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed

by the juvenile court, including conditions of a deferred prosecution ordered by the court, or such conditions required by the prosecutor or probation department, and if the student meets the requirements for admission into the public schools established by law, the school district in which the student resides must readmit the student, but may assign such student to the school district alternative education program.

4.8 It is the intent of the Participants hereto that the JJAEP Co-Op shall give priority to mandatory expulsion students from each of the ISDs. It is understood by the Participants, however, that the JJAEP Co-Op has limited space and staffing, and that conditions outside the control of any Participant to this Agreement may cause fluctuations in the JJAEP Co-Op population. The current maximum capacity of the JJAEP is fifty students. The "maximum capacity" of the JJAEP may be redefined from time to time, however, as deemed appropriate by the JJAEP Co-Op. Given the limited space at the JJAEP, participants agree to abide by the following procedures for discretionary placement decisions:

- A. Each participating school district will be permitted to enroll as many as four discretionary students in the JJAEP Co-Op at any time during the school year. These students must meet the definition of discretionary Category I, II or III as set forth by this Agreement.
- B. Discretionary students will not be accepted into the JJAEP in the event that maximum capacity has been reached.
- C. Discretionary students will not be accepted into the JJAEP if the student is seventeen (17) years of age or older, and not under the jurisdiction of the juvenile court.

In the event the JJAEP has reached maximum capacity and a mandatory expulsion student is referred for placement in the JJAEP Co-Op, the JJAEP Manager will immediately identify the school district(s) with the highest number of discretionary student placements, and determine which discretionary student from these districts should be dismissed from the JJAEP Co-Op to accommodate the additional mandatory expulsion student. The JJAEP Manager will base this decision on information regarding the circumstances for the expulsion and the student's behavior while at the JJAEP.

4.9 A student who is assigned to the JJAEP as a "discretionary category II" student for a felony offense under Texas Education Code Sec. 37.0081(a) shall be returned to the sending ISD upon the first of the following events to occur:

- a. The charges are dismissed or reduced to a misdemeanor offense;
- b. The student is acquitted;
- c. The student completes the term of placement;
- d. The student is assigned to another program; or
- e. The student graduates from high school.

4.10 A student who is assigned to the JJAEP for engaging in serious misbehavior, as defined by and pursuant to Texas Education Code Sec. 37.007(c) will be returned to the sending ISD upon the completion of the semester or, in circumstances when the student is expelled within 6 weeks of the end of a semester, the completion of the following semester, unless otherwise returned earlier by expiration of the term of the expulsion or by other mutual agreement.

#### **SECTION FIVE: LIAISON**

5.1 Each ISD shall notify the juvenile court in writing of its designated Liaison. Each Liaison shall have authority to offer recommendations to the juvenile court regarding placement alternatives for students under the jurisdiction of the juvenile court, and to bind the Liaison's respective ISD to any agreement to return a child to the school setting.

5.2 The Liaison shall assist the juvenile court in obtaining the permission from the parent(s) of each student served by the JJAEP Co-Op to release medical, educational or other appropriate records to the juvenile court and to the JJAEP Co-Op. In the absence of such parental consent, the juvenile court may consider the need for a court order releasing such records, and the Liaison may provide the juvenile court with such other educational information regarding the child as may be permitted by law.

5.3 The Liaison shall be responsible for coordinating the ISD's participation on the ISSP transition team, as appropriate.

5.4 As necessary, the Liaison will consult with representatives of the Participants regarding matters affecting the programs, services, and student population of the JJAEP Co-Op.

#### **SECTION SIX: JJAEP CO-OP FACILITIES AND STAFFING**

6.1 The JJAEP Co-Op facilities and staffing will be provided by Travis County and the TCJB. Such facilities and staffing may be provided under a separate agreement with one or more ISDs or a third party provider. It is contemplated by the Participants that the facilities, staffing, services and other requirements of the JJAEP Co-Op will be fully operational no later than the first day of school in each year in which this Agreement continues in force and effect.

The JJAEP Co-Op shall operate on the same school calendar as the Austin Independent School District. TCJB shall comply with all state bidding and procurement laws in obtaining facilities and staffing for the JJAEP Co-Op to the extent such are applicable.

#### **SECTION SEVEN: TRANSPORTATION**

7.1 Each ISD shall be responsible for providing for the transportation of its students to and from the JJAEP Co-Op facility. Each ISD acknowledges and agrees that the student drop off and pick-up locations will be no further than two (2) miles from the students' residence. Disciplinary incidents occurring during transport on the ISDs' vehicles will be referred to the JJAEP Program Administrator or designee for appropriate disciplinary action.

#### **SECTION EIGHT: RELEASE OF STUDENT AND JUVENILE RECORDS**

8.1 The governing body of each Participant finds that in order to appropriately serve students receiving services under this Agreement, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. In the absence of parental consent, the juvenile court with jurisdiction over a student receiving educational services under this Agreement shall consider authorizing the entities providing services to such student to release appropriate juvenile, educational, diagnostic, treatment or other records as appropriate to permit the consistent provision of services to the student, as provided under Texas Family Code Sec. 58.0051.

8.2 All student education records discussed or reviewed by any person specific to an individual student shall be considered confidential, and shall be shared only with the juvenile court, the student, the parent(s) or guardian(s) of the student, and those employees of the juvenile court, Participant, or JJAEP Co-Op with a legitimate educational interest in the student. Student educational records shall be transferred to the appropriate ISD upon dismissal of a student from the JJAEP Co-Op.

8.3 Each ISD shall be responsible for providing the JJAEP the following educational records prior to the students' admission to the JJAEP:

- a. Grades and transcript (current and past semester)
- b. Immunization records
- c. Special Education assessments if applicable
- d. ARD and IEP information if applicable
- e. Current information related to state-mandated assessments
- f. Attendance and grades for one prior full semester

## **SECTION NINE: FUNDING FOR JJAEP CO-OP**

9.1.a. Daily Rate for Discretionary Category I and III Students - The ISDs will be billed a daily rate not to exceed the daily rate authorized by the Texas Juvenile Justice Department for mandatory expulsion students, for each day a "discretionary category I" student, who is expelled pursuant to Texas Education Code Sec. 37.007 (b), (c), (f) or (i), and "discretionary category III" student, who is placed as a publicly Registered Sex Offender pursuant to Texas Education Code Chapter 37, Subchapter I, is in attendance in the JJAEP Co-Op.

9.1.b. Daily Rate for Discretionary Category II Students - The ISDs will be billed a daily rate based on the actual operational costs as determined by the TCJB based on the Board's annual audit for each day a "discretionary category II" student who was expelled for a felony pursuant to Texas Education Code Sec. 37.0081 is enrolled in the JJAEP. Audit figures from the most recently finalized audit will be used to set current year actual daily costs. The rate per student per day of enrollment for school year 2013-2014 will be set by the TCJB at their duly noticed meeting in September, 2013 and notification will be provided to all ISDs under this Agreement.

9.2 Rollover Funds- If any portion of the funds paid by the ISDs hereunder remain unused at the end of any school year, such funds shall become rollover funds for the following year, and shall be applied to the cost of funding JJAEP Co-Op operational expenses for the subsequent school year(s).

9.3 Maintenance of Depository Account - Travis County shall place all funds received hereunder in a fully insured depository account, or other secured account, as required by law. Funds received hereunder shall be separately accounted for and may not be budgeted or allocated for any purpose other than the operation of the JJAEP Co-Op. All principal and any interest accruing to the TCJB account from such deposited funds shall be credited to the JJAEP Co-Op and shall be used for the necessary and reasonable expenses of the JJAEP Co-Op and shall not be commingled with the regular operating funds of either the TCJB or Travis County. All rollover funds shall be separately accounted for and used to fund program costs for the subsequent school year.

9.4 Accounting - Travis County shall provide an accounting to the Participants, on an as-requested basis, of the amounts paid to the TCJB in connection with the JJAEP Co-Op, together with supporting documentation.

9.5 Billing - Travis County agrees to establish and coordinate billing arrangements with the ISDs with respect to the ISDs' funding obligations, if any, to the JJAEP Co-Op under this Agreement.

9.6 Audit - At least annually, Travis County shall provide an audited accounting to the other Participants of funds received and paid with respect to the JJAEP Co-Op.

9.7 Budget - The Executive Committee shall provide recommendations to the TCJB on budgetary matters relating to the establishment and operation of the JJAEP Co-Op.

**SECTION TEN: SPECIAL SERVICES**

10.1 The TCJB shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The ISD in which a student resides shall provide and fund related services specified in the Individualized Education Plan to eligible students under the Individuals with Disabilities Education Act.

10.2 TCJB and the ISDs shall cooperate in the provision of related services to students placed in the JJAEP Co-Op.

10.3 Each ISDs shall provide reasonable notice to the administrator of the JJAEP Co-Op of the ISD's Admission, Review and Dismissal Committee ("ARD") meetings where placement in the JJAEP Co-Op will be considered or when reviewing or modifying the program of a special education student in the JJAEP Co-Op. The ISDs shall be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for notifying and inviting JJAEP Co-Op representatives to participate in ARD meetings. For students receiving services under the Individuals with Disabilities Education Act, the ARD Committee meetings shall satisfy the requirement for the Individual Student Services Plan transition team meetings as otherwise required in Section 12.1 herein.

10.4 If, after placement of a discretionary student with disabilities in the JJAEP Co-Op under this Agreement, the administrator of the JJAEP Co-Op has concerns that the student's educational or behavioral needs cannot be met in the JJAEP Co-Op, the administrator (or his/her designee) shall immediately provide written notice to the ISD from which the student was expelled. Upon receipt of such notice, the ISD shall convene an ARD committee meeting to reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the JJAEP Co-Op. A representative of the JJAEP Co-Op may participate in the ARD committee meeting to the extent that the meeting relates to the student's placement or continued placement in the JJAEP Co-Op.

**SECTION ELEVEN: EXPEDITED MAGISTRATE SYSTEM**

11.1 The expeditious hearing of all cases related to the JJAEP Co-Op by the juvenile court is crucial to the spirit and the letter of the Texas Legislature's changes to both the Education and the Juvenile Justice Codes. Accordingly, the following expedited judicial procedures shall be applied to those cases concerning students expelled from the school setting:

- A. The juvenile courts shall establish a procedure by which the Juvenile Probation Department Intake Division shall identify students who are eligible for placement in the JJAEP Co-Op, and notify the District Attorney when it receives a referral for an offense that may result in placement in the JJAEP Co-Op not later than the next working day after the referral is received.
- B. The ISDs shall make their best efforts to conduct their expulsion hearings no later than seven (7) school days after an offense is reported to the respective school Liaison. If the student is expelled, the ISD will send to the juvenile court, not later than the second working day after the expulsion hearing, the recommendations of the Liaison regarding placement of the student in either the JJAEP Co-Op or a school district program. The Liaison will also forward such academic and behavioral records as it may have legal authority to share with the juvenile court, or in the absence of such authority, shall forward a written report to the juvenile court relating non-confidential information that is relevant to the educational placement of the student.
- C. Upon receipt of a referral or Preliminary Investigation Report on a student eligible for placement in the JJAEP Co-Op, the District Attorney shall review such referral or Preliminary Investigation Report, and shall file a delinquency petition, if appropriate, not later than five (5) working days after receipt of the Preliminary Investigation Report.
- D. The juvenile court hearing on a delinquency petition filed under subsection (C) herein shall be conducted no later than fourteen (14) days after the delinquency petition is filed. It is the intent of the Participants that the term of probation for any student placed in the JJAEP Co-Op will not be shorter than the term of the student's expulsion from school.

## **SECTION TWELVE: ACADEMIC REVIEW AND TRANSITION**

12.1 Within a reasonable period of time after admission to the JJAEP Co-Op, each student shall have an Individual Student Services Plan ("ISSP") prepared by the ISSP transition team to meet the student's individual academic needs. The ISSP shall be reviewed periodically, at reasonable intervals, and shall address each student's emotional, social, and educational needs. In the case of a high school student, the ISSP shall contain a review of the student's progress toward meeting high school graduation requirements and shall establish a specific graduation plan for the student. The ISSP shall be designed by the ISSP transition team and any other persons deemed appropriate by the TCJB, and shall require parental participation. For students receiving services under the Individuals with Disabilities Education Act, no ISSP transition team

review shall be required under this section.

12.2 The TCJB shall provide to the ISDs a summative evaluation of the performance of all students served by the JJAEP Co-Op on an annual basis. Such evaluation shall reflect the academic performance of students served in the JJAEP Co-Op each year, as well as providing follow-up with former students of the JJAEP Co-Op. The ISDs shall assist the JJAEP Co-Op in developing meaningful performance measurement criteria, and in providing follow-up data for former JJAEP Co-Op students who return to the school setting. All Participants shall use their best efforts to work collaboratively to capture meaningful performance data, as well as follow-up information on students returning to the ISDs.

12.3 The TCJB will provide the following services to the ISDs for students who are ordered into the regular classroom or school district alternative education program setting as a condition or term of probation:

- A. Supervision by a certified juvenile probation officer for the remaining period of probation, which will emphasize protection of the community, accountability, and competency building.
- B. Implementation of the individual student's ISSP transition plan, including wrap-around services identified in the ISSP transition plan. The transition plan will be developed and agreed to by the student's JJAEP Co-Op transition team. The court-ordered portion of the ISSP transition plan may include, but not be limited to community service, parent classes, counseling, and other appropriate services.

12.4 The ISSP transition team shall formulate a transition plan, specifying any services to be provided upon return to the regular educational setting, as part of the ISSP for each student. The ISSP transition plan shall be completed prior to the student's completion of the JJAEP Co-Op placement.

### **SECTION THIRTEEN: TERM OF AGREEMENT**

13.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through August 31, 2014. This Agreement shall be automatically renewed for an additional term of one year on the same terms and conditions, unless one or more of the Participants hereto elects to terminate this Agreement by providing written notice to all other Participants hereto at least sixty (60) days prior to the expiration of the initial term, unless terminated sooner. This Agreement may be extended for additional terms of one year upon the mutual consent of the Participants evidenced by an extension agreement entered into not later than thirty (30) days prior to the termination date of this Agreement, or any extension hereof.



13.2 Any provision of the preceding Section 13.1 to the contrary notwithstanding, any ISD may withdraw from this Agreement prior to the expiration of the term hereof by written agreement of the TCJB, or for good cause, at any time. Any ISD withdrawing from this Agreement shall be entitled to recover all funds from the Texas Juvenile Justice Department to which it is entitled. No ISD withdrawing from this Agreement shall be entitled to receive any portion of the rollover funds, unless this Agreement is terminated by all Participants hereto in its entirety, or this Agreement is terminated by operation of law. In the event this Agreement is terminated in its entirety, any rollover funds remaining shall be distributed to the ISDs, pro-rata, based upon the number of students served by the ISD residing in Travis County.

13.3 In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

#### **SECTION FOURTEEN: MISCELLANEOUS**

14.1 Records and Reporting Requirements - Throughout the term of this Agreement, the Participants hereto agree to establish and maintain detailed records regarding the administration and operation of the school alternative education program and JJAEP Co-Op, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

14.2 Legal Requirements - The Participants agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

14.3 Notice - Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party to another shall be in writing and may be either: 1) delivered by hand to the party or the party's designated agent; 2) deposited in the United States mail, postage paid; 3) transmitted by telecopy; 4) transmitted by electronic mail transmission; or 5) delivered by a reputable courier service, to the following address or telecopy number:

**Austin Independent School District:**  
Dr. Meria Carstarphen Superintendent of Schools  
Austin Independent School District

1111 West 6th Street  
Austin, Texas 78703  
512- 414-2412 PHONE      512- 414-1486 FAX  
e-mail: [superintendent@austinisd.org](mailto:superintendent@austinisd.org)

**Del Valle Independent School District:**

Dr. Kelly Crook, Superintendent of Schools  
Del Valle Independent School District  
5301 Ross Road  
Del Valle, TX 78617  
512- 386-3010 PHONE      512- 386-3015 FAX  
e-mail: [Kelly.crook@del-valle.k12.tx.us](mailto:Kelly.crook@del-valle.k12.tx.us)

**Eanes Independent School District:**

Dr. Nola Wellman, Superintendent of Schools  
Eanes Independent School District  
601 Camp Craft Road  
Austin, TX 78746  
512- 732-9001 PHONE      512- 732-9005 FAX  
e-mail: [supt@eanesisd.net](mailto:supt@eanesisd.net)

**Lake Travis Independent School District:**

Dr. Brad Lancaster, Superintendent of Schools  
Lake Travis Independent School District  
3322 Ranch Road 620 South  
Austin, TX 78738  
512- 533-6000 PHONE      512- 533-6001 FAX  
e-mail: [bennettl@ltsidschools.org](mailto:bennettl@ltsidschools.org)

**Lago Vista Independent School District:**

Mr. Matthews Underwood, Superintendent of Schools  
Lago Vista Independent School District  
P.O. Box 4929  
Lago Vista, TX 78645-0001  
512- 267-8300 PHONE      512- 267-8304 FAX  
e-mail: [matt\\_underwood@lagovista.txed.net](mailto:matt_underwood@lagovista.txed.net)

**Leander Independent School District:**

Dr. Bret Champion, Superintendent of Schools  
Leander Independent School District  
P.O. Box 218  
Leander, Texas 78641

512-570-0000 PHONE      512-570-0048 FAX  
e-mail: [superintendent@leanderisd.org](mailto:superintendent@leanderisd.org)

**Manor Independent School District:**

Kevin Brackmeyer, Superintendent of Schools  
Manor Independent School District  
P.O. Box 359  
Manor, TX 78653  
512- 278-4002PHONE      512- 278-4017 FAX  
e-mail: [Kevin.brackmeyer@manorisd.net](mailto:Kevin.brackmeyer@manorisd.net)

**Pflugerville Independent School District:**

Mr. Charles Dupre, Superintendent of Schools  
Pflugerville Independent School District  
1401 West Pecan Street  
Pflugerville, TX 78660-2518  
512- 594-0000 PHONE      512- 594-0011 FAX  
e-mail: [superintendent@pflugervilleisd.net](mailto:superintendent@pflugervilleisd.net)

**Round Rock Independent School District:**

Dr. Jesus Chavez, Superintendent of Schools  
Round Rock Independent School District  
1311 Round Rock Avenue  
Round Rock, Texas 78681  
512- 464-5022 PHONE      512- 464-5055 FAX  
e-mail: [superintendent\\_rrisd@roundrockisd.org](mailto:superintendent_rrisd@roundrockisd.org)

**Travis County Juvenile Board:**

Honorable Rhonda Hurley  
98th District Court  
Chair, Travis County Juvenile Board  
1000 Guadalupe Street, 5th Floor  
Austin, Texas 78701  
512- 854-9384 PHONE      512- 854-9332 FAX

**Travis County:**

Honorable Samuel T. Biscoe, Travis County Judge  
314 West 11th Street, Suite 520  
Austin, Texas 78701  
512- 854-9555 PHONE      512- 854-9535 FAX

with a copy to the Travis County Attorney:

Honorable David Escamilla, Travis County Attorney  
314 West 11th Street, Suite 300  
Austin, Texas 78701  
512- 854-9415 PHONE      512- 854-9316 FAX

Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

14.4 Amendments - If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Participants, provided that all such changes, amendments, supplements or modifications shall be in writing.

14.5 Integration Clause - This Agreement, including schedules and attachments, contains the entire agreement of the Participants hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Participants. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect. It is acknowledged by the Participants that no officer, agent, employee or representative of Travis County has any authority to change or amend the terms of this Agreement or any attachments to it or to waive any breach of this Agreement unless expressly granted that authority by the Travis County Commissioners Court.

14.6 Partial Invalidity - If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, unless such holding causes the obligations of the Participants hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Participants hereto.

14.7 Non-assignability - No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by any Participant without the prior written consent of the other Participants hereto.

14.8 Waiver - No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

14.9 Immunity - Neither Travis County, the TCJB, nor the ISDs waive or relinquish

any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

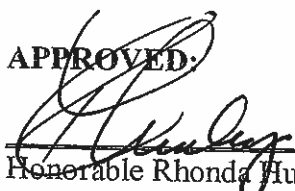
14.10 Available Funds - The Participants to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

14.11 Open Meetings - The meetings at which this Agreement was approved by the Participants' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551.

14.12 Mediation - Any dispute arising under this Agreement may be submitted, upon agreement of the Participants, to non-binding mediation. When mediation is acceptable to the participants in resolving any dispute rising under this Agreement, the Participants agree to use the Dispute Resolution Center of Austin or any other mediator as shall be mutually agreed upon by the Participants, to provide mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless the Participants are satisfied with the result of the mediation, the mediation will not constitute a final binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless the Participants agree, in writing, to waive the confidentiality.

**IN WITNESS THEREOF**, the undersigned Participants acting under the authority of their respective governing boards have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Agreement.

**APPROVED:**

  
\_\_\_\_\_  
Honorable Rhonda Hurley  
Chair, Travis County Juvenile Board

**APPROVED:**

\_\_\_\_\_  
Honorable Samuel T. Biscoe  
Travis County Judge

**APPROVED:**

\_\_\_\_\_  
Austin Independent School District

**APPROVED:**

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Eanes Independent School District

**APPROVED:**

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Lake Travis Independent School District

**APPROVED:**

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Manor Independent School District

**APPROVED:**

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Round Rock Independent School District

**APPROVED:**

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Del Valle Independent School District

**APPROVED:**

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Lago Vista Independent School District

**APPROVED:**

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Leander Independent School District

**APPROVED:**

\_\_\_\_\_  
Pflugerville Independent School District