

AGENDA ITEM # 14August 19, 1997*Consider hiring architect for Taylor Annex.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To hire Ray Gill & Associates for the Taylor Annex.

Vote: Motion carried 3 - 0

AGENDA ITEM # 15August 19, 1997*Consider approving the Williamson County Juvenile Justice Alternative Education Memorandum of Understanding.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve the Williamson County Juvenile Justice Alternative Education Memorandum of Understanding.

Vote: Motion carried 3 - 0

< Clerk copy here >



WILLIAMSON COUNTY JUVENILE SERVICES

14

WILLIAMSON COUNTY JUVENILE SERVICES

Administrative Office
2423 Williams Drive, Suite E
Georgetown, Texas 78628
512 / 930-3333

WILLIAM S. LOTT JUVENILE CENTER

Juvenile Detention Facility
701 N. College
Georgetown, Texas 78626
512 / 930-4385
512 / 930-4449

WILLIAMSON COUNTY ACADEMY

605 E. University Ave.
Georgetown, Texas 78626
512 / 930-3386

SATELLITE OFFICES:

ROUND ROCK
211 Commerce Cove, #105
Round Rock, Texas 78664
512 / 244-3932

TAYLOR
115 W. 6th Street
Taylor, Texas 76574
512 / 352-8657

CEDAR PARK
104 Commercial Parkway
Cedar Park, Texas 78613
512 / 258-2575

11 July 1997

TO: Judge John Doerfler

FR: Charly Skaggs, Executive Director

RE: Memorandum of Understanding

Could you put the Memorandum of Understanding on the
Commissioner's Court agenda on August 19, 1997.

A draft copy is attached. Final approval by school's and
the Juvenile Board should be in the month of August 1997.

Respectfully,

Charly Skaggs,
Executive Director
Williamson County
Juvenile Services

CS/etm

WILLIAMSON COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION
MEMORANDUM OF UNDERSTANDING

Williamson County, Texas has a population greater than 125,000 and therefore, the Williamson County Juvenile Board ("Juvenile Board") and the Williamson County Independent School Districts Board of Trustees ("ISD") (hereinafter "Parties") adopt this memorandum of understanding to develop a Juvenile Justice Alternative Education Program (the "Program") in compliance with the Texas Education Code ("TEC"), Section 37.011.

The parties agree that the Program is a cooperative effort between the educational community and the juvenile justice system with primary goals of the Program being education, discipline, rehabilitation and to make progress toward grade level performance. The Program is an alternative classroom site which allows continued education despite on campus law violations. It is the ongoing mission to balance the educational needs of students and maintain supervision in the community. The innovative plan focuses on the few students whose behavior demands much time and distracts other students. Those students can now be removed from the main campus classroom and placed in a facility where their behavior can and will be closely monitored.

Administration of the Alternative Education Program

In consideration of mutual covenants, the parties agree as follows:

1. The development and daily administration of the education program will be conducted by the Georgetown Independent School District in compliance with the Texas Education Code, as it exists or may be amended.
2. The program will be provided in a facility owned by Williamson County, Texas, and all cost for furniture, maintenance and operation of the facility is at the sole cost and expense of the County as approved by the Juvenile Board and Commissioner's Court.
3. Georgetown ISD will operate the Educational Program for the benefit of any school district located in whole or in part, in Williamson County, Texas, and will provide:
 - A. All fiscal requirements;
 - B. Selection, training, supervision and evaluation for all personnel in the educational portion of the Program;
 - C. Acquisition of educational materials; and,
 - D. Supervision and assessment of the educational program to include plans to address special educational services.

4. As part of the consideration of this agreement, and until modification by agreement of the Parties, the ISD's agree to provide the cost for the following school personnel: **Round Rock** - two teachers, **Leander** - two teachers, **Taylor** - one teacher and one teacher's-aide, **Georgetown** - one teacher, one administrator. All local, state, and federal funding will follow the child from the school district to the Georgetown Independent School District, with the exception of those schools who have been providing full-time education staff in the Williamson County Juvenile Justice Alternative School or those schools choosing to pay an agreed lump sum payment of \$2,000.00 per school year.

All funds paid to Georgetown ISD will be expended on the Program.

5. Williamson County Juvenile Services will provide in-class academy officers at a rate of no greater than 1 officer per 12 students. At any time the ratio is exceeded, an emergency meeting of the Juvenile Board and superintendents will be called in order to address the need for funding of additional staff.

6. The Program will serve juveniles, as that term is defined by Title 3 of the Family Code, and each student, who, while on school property or at a school sponsored event meet the following criteria:

A. Has committed an offense under one of the following categories:

1. Uses, exhibits, or possesses:

- | | |
|----------------------|----------------------------|
| a. Firearm | Sect. 46.01 (3) Penal Code |
| b. Illegal Knife | Sect. 46.01 (6) Penal Code |
| c. Club | Sect. 46.01 (1) Penal Code |
| d. Prohibited Weapon | Sect. 46.05 Penal Code |

2. Criminal Conduct

- | | |
|---------------------------|-----------------------------------|
| a. Aggravated Assault | Sect. 22.02, (Aggravated Assault) |
| b. Arson | Sect. 28.02 |
| c. Murder | Sect. 19.02 (Murder) |
| d. Indecency with a child | Sect. 21.11 |
| e. Aggravated Kidnapping | Sect. 20.04 |

3. Conduct specified in 37.006 (a) (3) or (4) if a felony:

- a. Sells, delivers, or possesses a prohibited substance.

4. Any expelled student from a local A.E.P. program.

- B. Student has undergone or is scheduled to undergo physical examination and suffers from no condition which severely impairs physical activity capabilities.

- C. Student is or was, if expelled, enrolled in a school district located within Williamson County.

- D. Student is placed in the Program either through an adjudication, an order of the Juvenile Court Judge, or a deferred prosecution agreement.

E. In the event the Juvenile Prosecutor declines the case, or the case is dismissed by the Court, the school shall be immediately notified and the responsibility for educational services shall be returned to the local school district.

7. The Parties agree to comply with the following admission procedure:

SCHOOL DISTRICT

1. Notification of the expulsion hearing with all paper work in regard to the alleged offense shall be forwarded to the Prevention and Court Services Manager as soon as an expulsion hearing has been set. Notification shall be hand delivered or via Fax 512-930-3137.
2. A representative of the school district in which the student is enrolled shall deliver to the Williamson County Juvenile Probation Department, Prevention and Court Services Manager, 701 N. College, Georgetown, TX 78626, a copy of the order expelling a student, student academic transcript, immunization records, and discipline records. Such delivery shall be made no later than the same day as the expulsion hearing.
3. The sending ISD School District will be responsible for transportation whether by the ISD or the parents, to the Williamson County Juvenile Justice Alternative School each morning. The parents will be responsible for having the student at a central location in the morning and for getting the student in the evening at the Williamson County Juvenile Justice Alternative School.

PROBATION DEPARTMENT

1. Upon notification to the Department of a scheduled expulsion hearing, the Department will assign a Juvenile Probation Officer to be present at the hearing. If the child is expelled, the Juvenile Probation Officer will inform the juvenile and the parents of action to be taken by the Juvenile Services Department.
2. If the student is already under court supervision, the Juvenile Court will decide whether to amend the conditions of probation or incorporate the Program as a condition of release from detention.
3. If the student is not under prior court supervision, the Court Officer shall refer the case to the Juvenile Prosecutor who will give prompt notice of the deferred prosecution and file a petition alleging the student is in need of supervision or has engaged in delinquent conduct.

If a petition is filed, the Juvenile Prosecutor may include with the disposition order an order to participate in the Program.

4. Parent(s) or guardian(s) will be advised to schedule a physical examination for the student and be paid for by the parents or guardians of the student. The student may be admitted to the Program prior to completion of the exam, but will not participate in the physical training aspect of the Program until exam results are received. Students with reduced activity ability will be placed on a modified physical training regime.
5. The Williamson County Academy Case Manager will conduct an admission conference with the student and a parent or guardian to review all the Program requirements and answer any questions.
6. The Academy shall make available tours of the JJAEP Program for those youth deemed appropriate by the AEP program. These youth will be those who are considered a high risk of being expelled from the AEP.
7. The Juvenile Services Department will provide an on-sight Educational Program at the AEP. These programs will place an emphasis on the Academy and JJAEP as well as consequences of choosing crime.
8. Any youth on probation or who has completed the JJAEP programs will be assigned a Juvenile Probation Officer. This officer will assist the youth and school in order to transition the youth back to the local school setting.

TERMS OF THE AGREEMENT

1. The parties agree that the prescribed order of agreement to participate in the Program shall be incorporated into each student's case prior to admission and that no student shall be exempted from any requirement in those documents. The JJAEP Student Handbook outlines staff expectations of students and proper disciplinary actions for violations.
2. This Agreement shall remain in effect for the duration of the 1997-98 school year.
3. This agreement will be reviewed and updated if necessary at the conclusion of the Fall semester, 1997.
4. The parties agree to meet once every semester to discuss the progress of the Program and revise this agreement to address any additional needs.
5. Each participating ISD will adopt a student code of conduct in accordance with the Texas Education Code in particular, the ISD's definition of persistent misconduct or what constitutes the same.

6. Each student transferred to the Program must participate in the Program for the full period ordered by the Juvenile Court or the deferred prosecution agreement, unless the student's home ISD agrees to accept the student before that date. Any request for continued placement in the JJAEP following successful completion of a Juvenile Court Order or a Deferred Prosecution Agreement, shall be handled on an individual basis. These cases will be cooperatively staffed with the youth, parents, local ISD, Juvenile Services, Juvenile Prosecutor's Office, and the Juvenile Court Judge.
7. The Program will operate at least seven (7) hours per day and no less than one hundred eighty (180) days per year. The school personnel and students will adhere to the Williamson County holiday schedule.
8. Georgetown ISD and Juvenile Services shall develop, adopt and enforce written operation policies for the operation of the Program which will conform to the Juvenile Probation Commission's standards for JJAEPs.
9. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified except by the mutual written agreement of the Parties hereto.
10. This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations created hereunder shall be performable in Williamson County, Texas.
11. Any notice provided for under the terms of this Agreement by either Party to the other shall be in writing may be by registered or certified mail, return receipt requested, properly addressed to the entity. Any Party may change the address to which notice may be sent to that Party by giving notice of such change to the other parties in accordance with the provisions of this Agreement.
12. The individuals executing the Agreement on behalf of the respective Parties below represented to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
13. This Agreement shall refer to and be binding upon the herein listed entities and their successors and assigns.

14. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes.

Approved by the Williamson County Commissioner's Court on the 19TH day of August 1997.

John C. Daifler
County Judge

Approved by the Williamson County Juvenile Board on the ____ day of _____ 199__.

Chairman - Juvenile Board

Approved by the Bartlett ISD Board of Trustees on the on the ____ day of ____
199__.

Chairman - Bartlett ISD Board of Trustees

Approved by the Coupland ISD Board of Trustees on the on the ____ day of ____
199__.

Chairman - Coupland ISD Board of Trustees

Approved by the Florence ISD Board of Trustees on the on the ____ day of ____
199__.

Chairman - Florence ISD Board of Trustees

Approved by the Georgetown ISD Board of Trustees on the on the ____ day
of ____ 199__.

Chairman - Georgetown ISD Board of Trustees

Approved by the Granger ISD Board of Trustees on the on the ____ day
of ____ 199__.

Chairman - Granger ISD Board of Trustees

Approved by the Hutto ISD Board of Trustees on the on the ____ day
of ____ 199__.

Chairman - Hutto ISD Board of Trustees

Approved by the Jarrell ISD Board of Trustees on the on the ____ day
of ____ 199__.

Chairman - Jarrell ISD Board of Trustees

Approved by the Leander ISD Board of Trustees on the on the ____ day
of ____ 199__.

Chairman - Leander ISD Board of Trustees

Approved by the Liberty Hill ISD Board of Trustees on the on the ____ day
of ____ 199__.

Chairman - Liberty Hill ISD Board of Trustees

Approved by the Round Rock ISD Board of Trustees on the on the____day
of_____199__.

Chairman - Round Rock ISD Board of Trustes

Approved by the Taylor ISD Board of Trustees on the on the____day
of_____199__.

Chairman - Taylor ISD Board of Trustes

Approved by the Thrall ISD Board of Trustees on the on the____day
of_____199__.

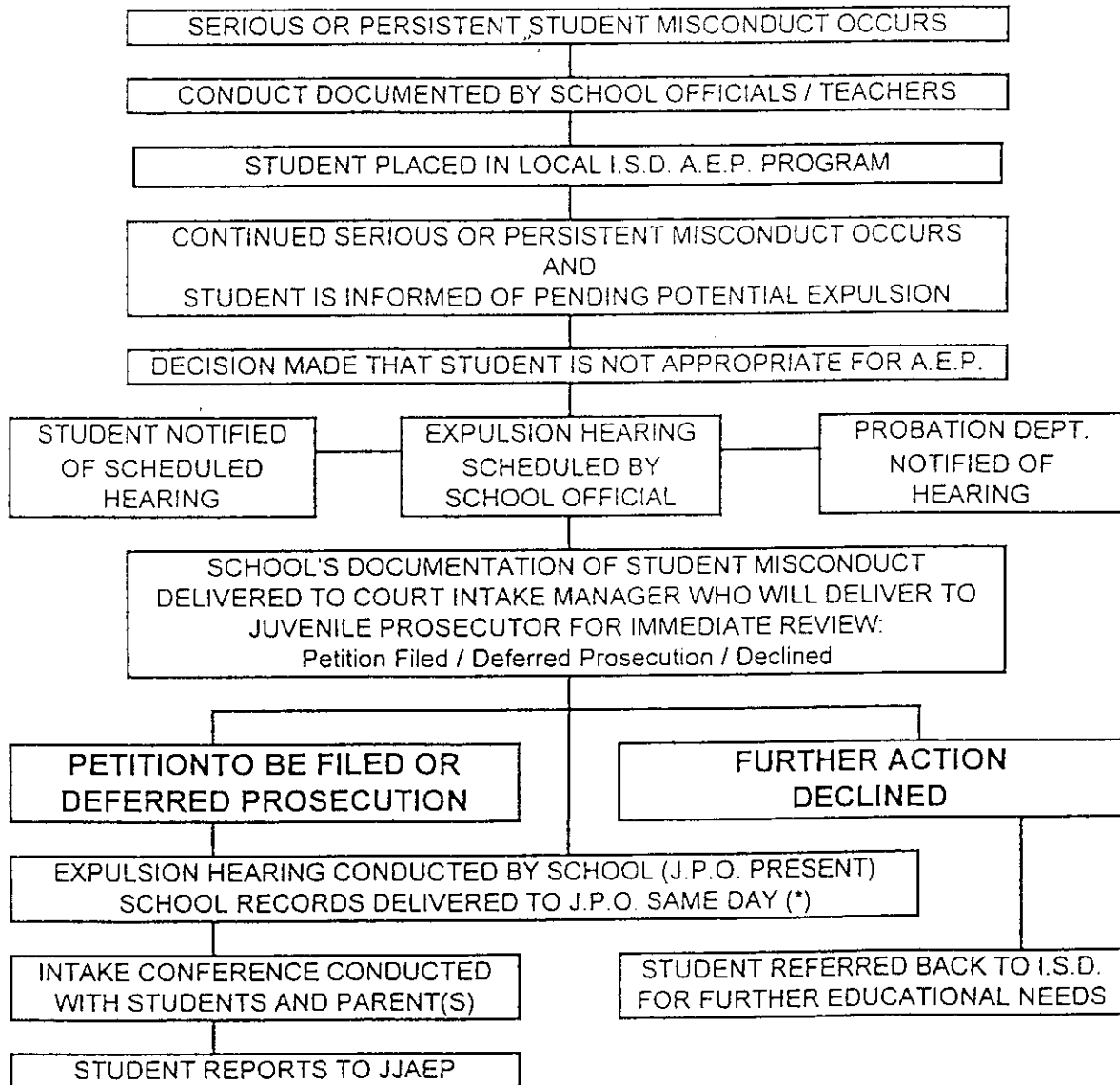
Chairman - Thrall ISD Board of Trustes

Williamson County Juvenile Services

J.J.A.E.P. - Flow Chart

Juvenile Justice Alternative Education Program

This chart outlines general steps to be followed in response to students engaging in Serious or Persistent Misconduct which MAY result in expulsion from Williamson County schools.



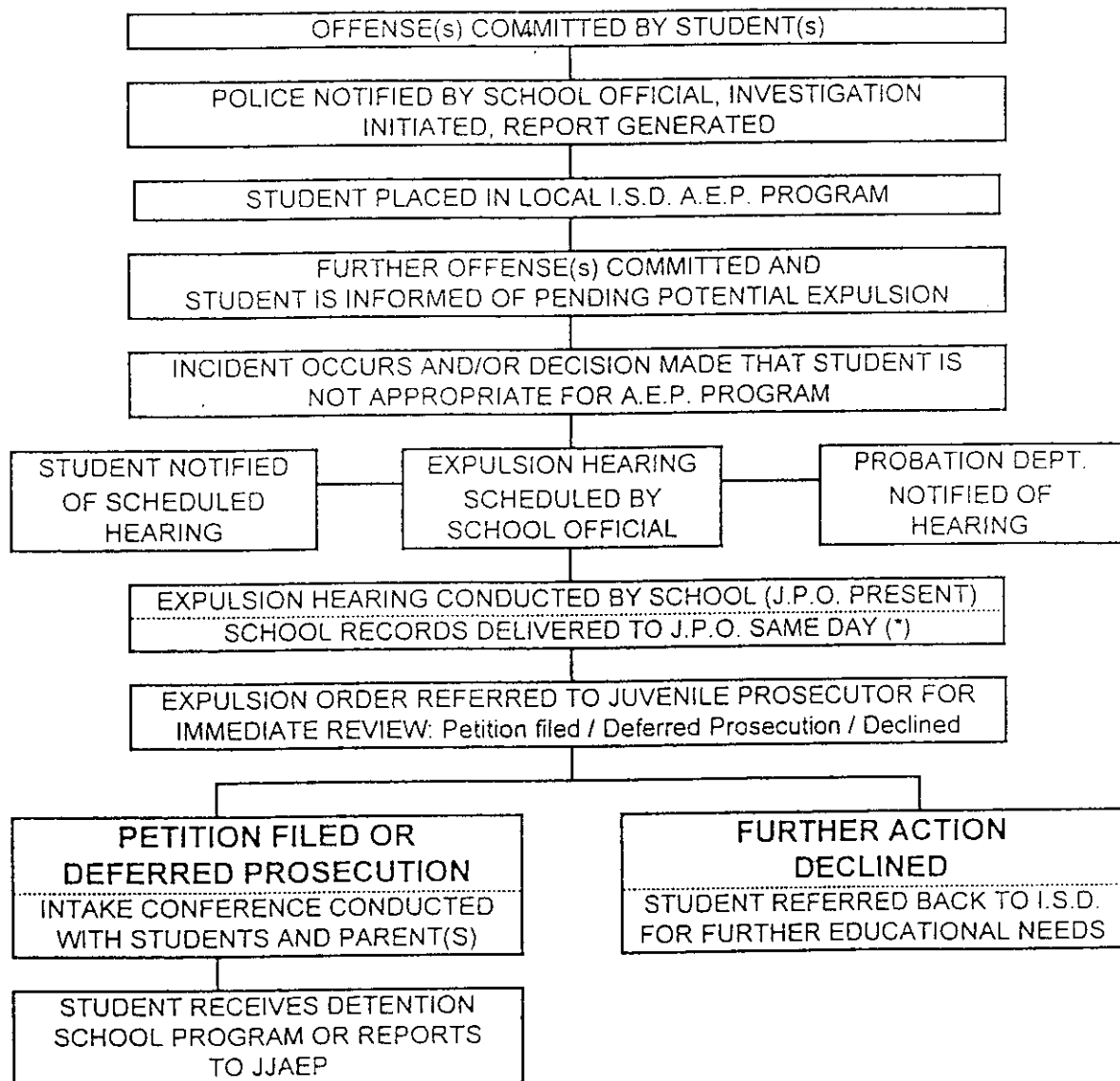
(*) School records required to be available to probation officer at time of expulsion shall include: Expulsion Order, Immunization Records, Academic Transcripts, and Disciplinary Referral Records

Williamson County Juvenile Services

J.J.A.E.P. - Flow Chart

Juvenile Justice Alternative Education Program

This chart outlines general steps to be followed in response to any offense that does not meet mandatory expulsion criteria which are committed on school grounds or during school events which MAY result in expulsion from Williamson County schools.



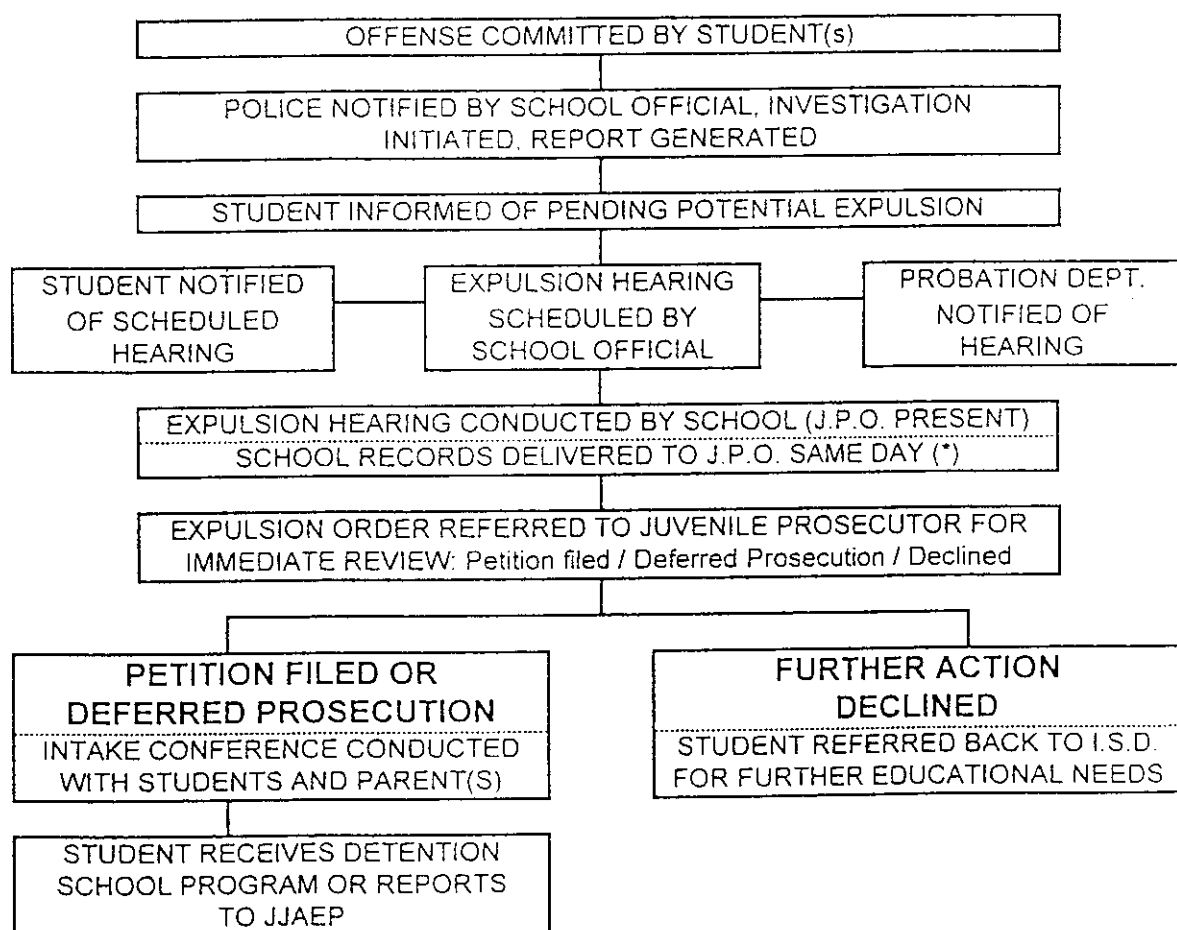
(*) School records required to be available to probation officer at time of expulsion shall include: Expulsion Order, Immunization Records, Academic Transcripts, and Disciplinary Referral Records

Williamson County Juvenile Services

J.J.A.E.P. - Flow Chart

Juvenile Justice Alternative Education Program

This chart outlines general steps to be followed in response to offenses committed on school grounds or during school events which **SHALL** result in automatic expulsion from Williamson County schools: Firearms, Illegal Knife, Club, Prohibited Weapon, Aggravated Assault, Arson, Murder & Criminal Attempt, Indecency With A Child, Aggravated Kidnapping, Sexual Assault & Aggravated Sexual Assault, Felony Drug Offenses, or Retaliation against school officials regarding any of these offenses.



(*) School records required to be available to probation officer at time of expulsion shall include: Expulsion Order, Immunization Records, Academic Transcripts, and Disciplinary Referral Records

AGENDA ITEM # 16

August 19, 1997

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Hear report from Tax Assessor and take record vote on proposed tax rate.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve proposed tax rate of .346.

Vote: Motion carried 3 - 0

AGENDA ITEM # 17

August 19, 1997

*

Hold public hearing on Re-Subdivision of Lot 15, Bear Creek Ranch.

At 10:06 a.m. Judge Doerfler announced public hearing on the Re-Subdivision of Lot 15, Bear Creek Ranch open.

Don Bizzell addressed the court on the Re-Subdivision of Lot 15, Bear Creek Ranch while answering all questions.

At 10:10 a.m. Judge Doerfler announced public hearing on the Re-Subdivision of Lot 15, Bear Creek Ranch closed.

AGENDA ITEM # 18

August 19, 1997

*

Consider approving Re-Subdivision of Lot 15, Bear Creek Ranch.

Agenda item tabled until further notice.

AGENDA ITEM # 19

August 19, 1997

*

Consider closing County Road 101 at Little Mustang Creek for bridge construction for 120 days from start of construction.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve closing County Road 101 at Little Mustang Creek for bridge construction for 120 days from start of construction.

Vote: Motion carried 3 - 0

AGENDA ITEM # 20

August 19, 1997

*

Consider approving agreement with Liberty Hill Foundation Park concerning funding from Park Bonds.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve agreement with Liberty Hill Foundation Park concerning funding from Park Bonds.

Vote: Motion carried 3 - 0

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