

**AGENDA ITEM 36**

Discuss and take appropriate action on Memorandum of Understanding for Juvenile Justice Alternative Education Program.

Charly Skaggs addressed the court and discussed the memorandum with Williamson County school districts and answered all questions.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve Memorandum of Understanding for Juvenile Justice Alternative Education Program.

Vote: Motion carried 4 – 0 with Commissioner Heiligenstein absent from the dais.

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**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 *operate* 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. The program encompasses all ISD's in Williamson County and is for residents of Williamson County only.

**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 and in cooperation with Williamson County Juvenile Services as it exists or may be amended. The principal of the school will be part of the Williamson County Juvenile Services Management Team.
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,

*approved 8-15-00  
John C. Daerfler*

- D. Supervision and assessment of the educational program to include plans to address special educational services.
- E. A handling fee of \$14,500.00 shall be credited to Georgetown ISD for these and other services offered as part of the budget.
- As part of the consideration of this agreement, and until modification by agreement of the Parties, the ISD's agree to provide for the following school funding for the 2000-2001 school year: Georgetown (37%) \$182,900.99, Round Rock (23%) \$113,695.21, Taylor (19%) \$93,922.13, Leander (9%) \$44,489.43, Thrall (4%) \$19,773.08, Liberty Hill (3%) \$14,829.81, Granger (2%) \$9,886.54, Jarrell (2%) \$9,886.54, Hutto (1%) \$4,943.27, Florence \$2,000.00, Bartlett \$2,000.00.

All funds paid to Georgetown ISD will be expended on the Program. Funds for the counselor, support staff, and fringe benefits for these positions will be transferred to Williamson County for disbursement.

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 may 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 ***verified by a report generated by a local law enforcement entity.***
    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 and is a resident of Williamson County.
  - D. Student is placed in the Program either through an adjudication, an order of the Juvenile Court Judge, a deferred prosecution agreement, or written 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. The steps are mandatory for a student's admission into the JJAEP.

#### 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 Director as soon as an expulsion hearing has been set. Notification shall be hand delivered or via Fax 512-930-3137. A phone call to the Prevention and Court Services Director at 512-930-3207 is mandatory. **Failure to notify will prohibit the child's expulsion to the JJAEP.**
- 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 Director, 701 N. College, Georgetown, TX 78626, *letter of expulsion* a copy of the order expelling a student, student academic transcript, immunization records, withdrawal grades, and discipline records. **Such delivery shall be made no later than the same day as the expulsion hearing. Student is not eligible for expulsion to the JJAEP without this step being followed.**
- 3. The sending School District will be responsible for transportation *to and from the Williamson County Juvenile Justice Alternative School each day and evening the JJAEP is in session.* The parents will be responsible for having the student at a central location in the morning and for picking up the student in the evening at the *central location. If a child is a discipline problem to the extent he/she is ineligible for bus transportation, the parent will assume the responsibility for transportation to and from the JJAEP.*

#### PROBATION DEPARTMENT

- 1. Upon notification to the Department of a scheduled expulsion hearing, the Department will assign a Juvenile Service Representative to be present at the hearing. If the child is expelled, the Juvenile Officer will inform the juvenile and the parents of action to be taken by the Juvenile Services Department. **A student is**

**not eligible for admission to the JJAEP unless the expulsion was attended by a representative of Juvenile Services.**

2. If the student is already under court supervision, the Juvenile Court will decide whether to amend the conditions of probation or incorporate the **JJAEP** as a condition of release from detention.
3. If the student is not under prior court supervision, the Court Officer may refer the case to the Juvenile Prosecutor who will give prompt notice of the deferred prosecution or 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 **JJAEP**.

4. Mandatory offenses must be expelled.
5. Students who commit non-mandatory offenses are not candidates for the JJAEP until:
  - (a) local AEP placement has been tried and failed, and
  - (b) the student has attended JJAEP Orientation Class, (the JJAEP will schedule a special tour when the scheduled Orientation Class conflicts with the possible expulsion), *All youth referred to the Orientation Class shall be physically able. It is the responsibility of the sending ISD to insure any youth who can meet the physical requirement be referred. Those youth who are not physically able shall be offered a tour of the facility at a different date (see attached).* and
  - (c) has been through the expulsion process *with a Juvenile services representative present*, and expelled to the JJAEP, or
  - (d) ordered to attend by a Juvenile Court Judge

**A STUDENT IS NOT ELIGIBLE TO ATTEND THE JJAEP PROGRAM UNLESS THE ISD CAN DEMONSTRATE THESE STEPS HAVE OCCURRED.**

6. 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 **JJAEP** prior to completion of the exam, but will not participate in the physical training aspect of the **JJAEP** until exam results are received. Students with reduced activity ability will be placed on a modified physical training regime.

7. The Williamson County Academy will conduct an admission conference with the student and a parent or guardian to review all the *JJAEP* requirements and answer any questions.
8. 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.
9. 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.
10. The Juvenile Services Department will provide the Don't Choose Crime Program to all students K-10th grade. Each School District will be encouraged to participate in the Don't Choose Crime program and the Don't Choose Crime Week prevention activities. One person at each school will be the designated coordinator of Don't Choose Crime programs and activities.
11. Any youth on probation or who has completed the JJAEP programs will be assigned an Aftercare Officer *which shall include COPES, TEAMS, or JPO*. 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 *JJAEP* 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 *2000-2001* school year.
3. This agreement will be reviewed and updated if necessary at the conclusion of the Fall semester, *2000* and Spring *2001*.
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. Failure to Attend will be handled through the normal process as soon as the Failure to Attend occurs. Failure to

Attend must be handled through the Justice Courts and all local remedies tried prior to expulsion to the JJAEP.

6. Each student transferred to the **JJAEP** must participate in the **JJAEP** 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, **and parents**. Non-mandatory expulsions shall not exceed one (1) semester or (2) 9 weeks grading periods. If the expulsion occurs within the last six weeks of any semester, the expulsion may continue through the following semester. If the expulsion occurs within the last six weeks of a school year, summer school sessions will be considered a semester. ***If a student does not attend summer school he/she must complete the fall program for (2) 9-week grade periods.***
7. The **JJAEP** 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 **JJAEP** 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. **All participants in expulsion hearings are required to follow the guidelines established by the MOU.**
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 15<sup>th</sup> day of August  
2000.

\_\_\_\_\_  
County Judge

Approved by the Williamson County Juvenile Board on the \_\_\_\_ day of \_\_\_\_  
200\_\_.

\_\_\_\_\_  
Chairman - Juvenile Board

Approved by the Bartlett ISD Board of Trustees on the on the \_\_\_\_ day of \_\_\_\_  
200\_\_.

\_\_\_\_\_  
Chairman - Bartlett ISD Board of Trustees

Approved by the Coupland ISD Board of Trustees on the on the \_\_\_\_ day of \_\_\_\_  
200\_\_.

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Chairman - Coupland ISD Board of Trustees

Approved by the Florence ISD Board of Trustees on the on the \_\_\_\_ day of \_\_\_\_  
200\_\_.

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Chairman - Florence ISD Board of Trustees

Approved by the Georgetown ISD Board of Trustees on the on the \_\_\_\_ day  
of \_\_\_\_ 200\_\_.

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Chairman - Georgetown ISD Board of Trustees

Approved by the Granger ISD Board of Trustees on the on the \_\_\_\_ day  
of \_\_\_\_ 200\_\_.

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Chairman - Granger ISD Board of Trustees

Approved by the Hutto ISD Board of Trustees on the on the \_\_\_\_ day  
of \_\_\_\_ 200\_\_.

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Chairman - Hutto ISD Board of Trustees

Approved by the Jarrell ISD Board of Trustees on the on the \_\_\_ day  
of \_\_\_\_\_ 200\_\_.

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Chairman - Jarrell ISD Board of Trustees

Approved by the Leander ISD Board of Trustees on the on the \_\_\_ day  
of \_\_\_\_\_ 200\_\_.

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Chairman - Leander ISD Board of Trustees

Approved by the Liberty Hill ISD Board of Trustees on the on the \_\_\_ day  
of \_\_\_\_\_ 200\_\_.

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Chairman - Liberty Hill ISD Board of Trustees

Approved by the Round Rock ISD Board of Trustees on the on the \_\_\_ day  
of \_\_\_\_\_ 200\_\_.

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Chairman - Round Rock ISD Board of Trustees

Approved by the Taylor ISD Board of Trustees on the on the \_\_\_ day  
of \_\_\_\_\_ 200\_\_.

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Chairman - Taylor ISD Board of Trustees

Approved by the Thrall ISD Board of Trustees on the on the \_\_\_ day  
of \_\_\_\_\_ 200\_\_.

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Chairman - Thrall ISD Board of Trustees

**AGENDA ITEM 37**

Consider ratifying guidelines for tax abatements.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To ratify guidelines for tax abatements

Vote: Motion carried 5 – 0

**AGENDA ITEM 38**

Consider declaring an emergency and approving a budget amendment to acknowledge additional revenue from Election Services Fund:

0100-0000-380375	Election Contract Serv.	\$5,000.00
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Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To declare an emergency and approve a budget amendment to acknowledge additional revenue from Election Services Fund:

0100-0000-380375	Election Contract Serv.	\$5,000.00
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Vote: Motion carried 5 – 0

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