

REGULAR AGENDA

AGENDA ITEM 17

Consider approving memorandum of understanding for Juvenile Justice Alternative Education.

Charly Skaggs addressed the court concerning the memorandum of understand for Juvenile Justice Alternative Education.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve memorandum of understanding for Juvenile Justice Alternative Education.

Vote: 4 - 0

< Attachment >

**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,

- 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.
4. 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 2001-2002 school year: **Thrall -0-, Bartlett \$3,331, Florence \$9,993, Georgetown \$203,197, Granger \$9,993, Hutto \$33,311, Jarrell \$13,325, Leander \$86,609, Liberty Hill \$13,325, Round Rock \$186,542, Taylor \$106,595.**

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 *or if possible class sizes shall be increased to 1-14. This change must be a short term solution and the Chief, JJAEP Principal and Academy Director shall all agree that the solution would work for a short period of time.*
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.**
The fifteen (15) categories of criminal offenses for which expulsion is mandatory are: (1) using, exhibiting or possessing a firearm, (2) using, exhibiting or possessing an illegal knife, (3) using, exhibiting or possessing a club, (4) using, exhibiting or possessing a prohibited weapon, (5) aggravated assault, (6) sexual assault, (7) aggravated sexual assault, (8) arson, (9) murder, (10) capital murder, (11) criminal attempt to commit murder or capital murder, (12) indecency with a child, (13) aggravated kidnapping, (14) felony selling, giving away or delivering marihuana, a controlled substance or a dangerous drug, (15) felony selling, giving away, or delivering an alcoholic beverage or feloniously committing "a serious act or offense while under the influence of alcohol."

- B. Student has undergone or is scheduled to undergo physical examination *which indicates he/she can participate in required programs.*

- 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. ***The notification must be at least 48 (forty eight) hours prior to the hearing. Notifications shall include: current academic transcript, immunization records, home language survey, and disciplinary records. These may be faxed or delivered.*** 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 current academic transcript, immunization records, withdrawal grades, discipline records, ***home language survey, and special education information.*** **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.. 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.
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 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.
12. ***Case Managers at the Academy shall notify the local school of the progress and that a youth is returning four (4) weeks prior to the return. The Case Managers shall notify the Principal, Special Ed Coordinator (if a special education student) and attendance personnel.***
13. ***A student will remain in the JJAEP until successfully completing their term of expulsion. In the event a child is unsuccessful, their case will be referred to the juvenile prosecutor for court action. The child may be placed on probation by the juvenile court and as a condition of probation may be ordered to attend the JJAEP until deemed appropriate to return to his or her home campus. In the event it becomes apparent that a child cannot successfully complete the JJAEP Program, the child may be placed in a setting deemed appropriate by the juvenile court. Upon completion of the placement the child will return to their home campus.***

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 2001-2002 school year.
3. This agreement will be reviewed and updated if necessary at the conclusion of the Fall semester, 2001 and Spring 2002.
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 22nd day of May
2001.

John C. Daehler
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__.

Chairman - Coupland ISD Board of Trustees

Approved by the Florence ISD Board of Trustees on the on the ____ day of ____
200__.

Chairman - Florence ISD Board of Trustees

Approved by the Georgetown ISD Board of Trustees on the on the ____ day
of ____ 200__.

Chairman - Georgetown ISD Board of Trustees

Approved by the Granger ISD Board of Trustees on the on the ____ day
of ____ 200__.

Chairman - Granger ISD Board of Trustees

Approved by the Hutto ISD Board of Trustees on the on the ____ day
of ____ 200__.

Chairman - Hutto ISD Board of Trustees

Approved by the Jarrell ISD Board of Trustees on the on the____day
of____200__.

Chairman - Jarrell ISD Board of Trustees

Approved by the Leander ISD Board of Trustees on the on the____day
of____200__.

Chairman - Leander ISD Board of Trustees

Approved by the Liberty Hill ISD Board of Trustees on the on the____day
of____200__.

Chairman - Liberty Hill ISD Board of Trustees

Approved by the Round Rock ISD Board of Trustees on the on the____day
of____200__.

Chairman - Round Rock ISD Board of Trustees

Approved by the Taylor ISD Board of Trustees on the on the____day
of____200__.

Chairman - Taylor ISD Board of Trustees

Approved by the Thrall ISD Board of Trustees on the on the____day
of____200__.

Chairman - Thrall ISD Board of Trustees

AGENDA ITEM 18

Consider awarding, rejecting or extending county depository contract proposals.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve an extension for action on the county depository contract proposals until the May 29, 2001 meeting.

Vote: 4 - 0

AGENDA ITEM 19

Discuss and consider granting a variance to A5 of the subdivision regulations for Ryan Acres.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To grant a variance to A5 of the subdivision regulations for Ryan Acres.

Vote: 3 – 1 with Commissioner Limmer voting against the motion.

AGENDA ITEM 20

Discuss and consider approving final plat for Ryan Acres.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve final plat for Ryan Acres.

Vote: 3 – 1 with Commissioner Limmer voting against the motion.

AGENDA ITEM 21

Discuss and take any appropriate action on Sutton Co. School Lands.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To acknowledge that the southern portion of the property in Sutton County is decreased by 41.22 acres.

Vote: 4 - 0

AGENDA ITEM 22

Discuss and take appropriate action concerning regional parking area for Brushy Creek Trail and Twin Lakes Park.

Wade Todd with the YMCA discussed the proposed parking area for Brushy Creek Trail and Twin Lakes Park.

Commissioner Boatright agreed to use \$125,000.00 from his County Road 200 line item if the cost exceeds \$500,000.00.

Moved: **Commissioner Boatright**

Motion: To approve up to \$625,00.00, \$500,00.00 from park bonds and up to \$125,000.00 from Precinct 2 County Road 200 funds, for parking improvements at the Twin Lakes Trailhead.

Second: **Judge Doerfler**

Vote: 4 – 0

< Attachment >