

AGENDA ITEM 36

Consider approving Williamson County Juvenile Justice Alternative Education Program Memorandum of Understanding for 2004 - 2005.

Charly Skaggs, Executive Director of Williamson County Juvenile Services, addressed the Court.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve Williamson County Juvenile Justice Alternative Education Program Memorandum of Understanding for 2004 - 2005.

Vote: **5 – 0**

< Attachment >

**WILLIAMSON COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
MEMORANDUM OF UNDERSTANDING
2004-2005**

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; and
 - B. Selection, training, supervision and evaluation for all personnel in the educational portion of the Program; and
 - C. Acquisition of educational materials; and

- D. Supervision and assessment of the educational program to include plans to address special education services and ESL services. ***Each independent school district shall retain the responsibility for their students served by special education; and***
 - 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 ***2004-2005*** school year: ***(See Attached Budget)***
- 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 Expulsion Program Coordinator 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: copy of birth certificate, social security card, **TAKS Score**, immunization records, home language survey, disciplinary records, report card, and withdrawal grades. For high school students please include the transcript. ***Notification shall be e-mailed to lohnemus@wilco.org, or faxed to (512) 943-3245. A telephone call or e-mail to Lucy Ohnemus, Expulsion Program Coordinator at (512) 943-3285 is mandatory to schedule a date. 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, Expulsion Program Coordinator, 1821 South East Inner Loop Road, Georgetown, Texas, 78626, letter of expulsion, a copy of the order expelling a student, along with information outlined above. ***Such delivery shall be made within 24 hours of the expulsion hearing excluding week-ends and holidays. Electronic submission is acceptable and preferred. 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 **regular** 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. ***Ineligibility shall be coordinated through the Case Manager and the cadet's local school district.***

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, a minimum of 45 days with a maximum of one (1) school year at the school's discretion.

A STUDENT IS NOT ELIGIBLE TO ATTEND THE JJAEP PROGRAM UNLESS THE ISD CAN DEMONSTRATE THE FOLLOWING STEPS HAVE OCCURRED. (a through c)

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) has been through the expulsion process with a Juvenile services representative present, and expelled to the JJAEP,
 - or
 - (c) has been ordered to attend by a Juvenile Court Judge
 - (d) serious and persistent misconduct shall be defined by each school district's Student Code of Conduct, **OR**
 - (e) **any exceptions must be with mutual agreement between the sending superintendent, the Director of Juvenile Services, and the Academy Principal**
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, provide a tour, 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.

The school is encouraged to utilize the JJAEP Orientation Program for those youth at risk. 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. Please call Margaret Parsons to schedule an orientation at 512-943-3255.

9. The Juvenile Services Department will provide an on-sight Prevention 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, 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. ***If there are unexcused absences which exceed 3 days, the assigned Case Manager shall notify the local ISD.***
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 **2004-2005** school year.
3. This agreement will be reviewed and updated if necessary at the conclusion of the Fall semester, **2004** and Spring **2005**.
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. Non-mandatory expulsions shall not exceed one (1) semester. If a child is expelled within the last 6 to 9 weeks of the semester, the non-mandatory expulsion shall not exceed the first grading period of the next semester. If the expulsion occurs within the last six to nine weeks of a school year, the voluntary summer school sessions will be considered a semester. If the school expels the child to include the summer school session, the school shall provide transportation. However, if a parent/youth chooses summer school in lieu of the regular school year, the parent shall be responsible for the student's transportation. NOTE: GED Program will not be available during summer session.
7. The JJAEP will operate at least eight (8) 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 schools shall provide transportation to the Academy no later than 8:15 AM and shall pick up the students no *later* than 4:15 PM. Any problem with bus schedules/performance shall be reported to a designated school employee. It is the responsibility of the Academy Director to contact this designated employee if problems arise. The school shall provide the name of the designated school employee to the Academy Director.
13. 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.
14. 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.
15. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes.
16. *The average daily attendance (ADA) for detention residents, academy residents and JJAEP students shall remain with the Independent School District in which the student is enrolled, excluding mandatory expulsions which shall be retained by the county.*

Approved by the Williamson County Commissioner's Court on the 11th day of May
2004.

John C. Dwyer 5-11-04
County Judge

Approved by the Williamson County Juvenile Board on the 21st day of May
2004.

[Signature]
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

WILLIAMSON COUNTY JUVENILE JUSTICE CENTER

April 1, 2003 - March 31, 2004

Statistics by District

District #	District Name	Total # of Students	Total # Days Used	# of Days Reg. Ed.	# of Days Sp. Ed.	2003-2004 % Use	2004-2005 Contribution
014902	Bartlett	5	144	76	68	1.0%	8,709
246902	Florence	11	552	407	145	3.9%	33,967
246904	Georgetown	85	2,467	1,503	964	17.5%	152,414
246905	Granger	0	0	0	0	0.0%	0
246906	Hutto	2	14	14	0	0.1%	871
246907	Jarrell	8	282	206	76	2.0%	17,419
246913	Leander	78	2,268	1,608	660	16.1%	140,221
246908	Liberty Hill	12	366	312	54	2.6%	22,644
246909	Round Rock	165	5,861	4,043	1,818	41.5%	361,440
246911	Taylor	55	1,916	1,090	826	13.6%	118,448
246912	Thrall	6	242	151	91	1.7%	14,806
	TOTALS	427	14,112	9,410	4,702	100.0%	870,939
District #	District Name	2002-2003 % of Use	2003-2004 Contribution	2003-2004 % of Use	2004-2005 Contribution		
014902	Bartlett	0.7	5,722.45	1.0%	8,709		
246902	Florence	1.0	8,174.94	3.9%	33,967		
246904	Georgetown	19.4	158,593.83	17.5%	152,414		
246905	Granger	0.5	4,087.47	0.0%	0		
246906	Hutto	0.2	1,634.98	0.1%	871		
246907	Jarrell	0.2	1,634.98	2.0%	17,419		
246913	Leander	14.6	119,354.12	16.1%	140,221		
246908	Liberty Hill	3.4	27,794.79	2.6%	22,644		
246909	Round Rock	38.2	312,282.70	41.5%	361,440		
246911	Taylor	20.1	164,316.29	13.6%	118,448		
246912	Thrall	1.7	13,897.39	1.7%	14,806		

**WILLIAMSON COUNTY JUVENILE JUSTICE CENTER
MOU BUDGET
SCHOOL YEAR 2004-2005**

EDUCATIONAL STAFF		SALARIES
Administrator/Special Education Coordinator/Secretary		\$132,625
3 Special Education Teachers		110,875
1 GED Teacher, plus aide		59,500
1 Language Arts/Reading Teacher		37,700
1 Science Teacher		38,900
2 Math/ESL Teachers		77,200
1 Computer Teacher		33,300
2 Detention/Special Education Teachers		70,600
1 Detention Teacher Added		36,300
TOTAL		\$597,000

	2003-2004	2004-2005
Educational Staff Salaries	\$549,108	\$597,000
Fringe Benefits	51,247	56,800
Substitutes	6,000	6,000
Training	6,000	6,000
Supplies	7,500	7,500
JJAEP Counselor	49,318	49,318
JJAEP Receptionist	33,052	33,052
JJAEP LVN	42,426	42,426
Case Managers (2)	76,343	76,343
Estimated Placement Funds	0	0
Indirect Cost	14,500	14,500
TJPC Summer School Revenue	(18,000)	(18,000)
MOU BUDGET TOTAL	\$817,494	\$870,939
TOTAL INCREASE		\$53,445

AGENDA ITEM 37

Consider and take appropriate action on short term contract extension between Williamson County and Corrections Corporation of America, for the T. Don Hutto Facility, and hear update on future plans and contracts.

Rick Zinsmeyer, Director of the Williamson County Community Supervisions and Corrections Department Adult Probation Department, addressed the Court.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve a short term contract extension, for 90 days, between Williamson County and Corrections Corporation of America, for the T. Don Hutto Facility, with the stipulation that it be approved by the County Attorney.

Vote: **5 – 0**

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