

**MEMORANDUM OF UNDERSTANDING
FOR THE
BASTROP COUNTY JUVENILE BOOT CAMP
OF BASTROP 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 _____, between Bastrop County, the Bastrop County Juvenile Probation Department, (BCJPD) and the following educational and local government entities: Bastrop Independent School District, Elgin Independent School District, Smithville Independent School District, McDade Independent School District, Cities of Bastrop, Elgin, and Smithville. The parties to this Agreement shall be collectively referred to herein as "Participants."

RECITALS:

WHEREAS:

- (1) Texas Education Code Sec. 37.011(a) permits school districts in a county less than 125,000 to participate in a juvenile justice alternative education program operated by the Bastrop County Juvenile Advisory Board; and
- (2) The Participants desire to participate in the Bastrop County Juvenile Boot Camp Program and to comply with the agreements contained herein; and
- (3) The ISDs wish to reach an agreement with the Bastrop County Juvenile Boot camp Program as to the placement of students expelled from school under the provisions of Texas Education Code Sections 37.007(b), (c), and (f); and
- (4) The Participants desire to create and operate the Bastrop County Juvenile Boot Camp Program 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 Bastrop County Juvenile Boot Camp Program; and
- (6) The ISDs are required to consider course credit earned by a student while in the Bastrop County Juvenile Boot Camp Program as credit earned in a school district program pursuant to Texas Education Code Section 37.010(d), and the ISDs have an ongoing interest in the quality of education provided in Bastrop County Juvenile Boot Camp Program and the academic success of students who will be returned from the Bastrop County Juvenile Boot Camp Program to the regular school setting. Therefore, the ISDs desire to assist in providing the Bastrop County Juvenile Boot Camp Program with full, adequate funding; and

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

(10) The terms and conditions of this Interlocal Cooperation agreement shall not be modified or superseded by the subsequent promulgation of such operating policy, but shall become a part of such operative policy as it fully set forth in writing therein. No addition, deletions, changes or variation to this agreement as to fiscal matters or education responsibilities shall be effective unless such amendment be in written form and formally agreed to by the appropriate officers of the participating parties.

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 expulsion" shall mean any student who is expelled under the provisions of Texas Education Code Sec. 37.007 (b), (c), or (f);

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

1.3 "Rollover funds" shall mean all funds paid by the ISDs to the Bastrop County Juvenile Boot Camp Program for either discretionary or mandatory expulsion allotments that remain unexpended on August 31st of each year.

1.4 "student" shall mean any person residing in Bastrop 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 Advisory Board will ensure the development and adoption of a Code of Conduct for students enrolled in the BCJBC.

SECTION THREE: GOVERNANCE OF THE BCJBC

3.1 Composition of Governing Body - The BCJBC shall operate as a function of BCJBC, 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 the BCJBC.

3.2 Advisory Board - Upon the effective date of this Agreement, there shall be an Advisory

Board, consisting of one (1) representative of each ISD, one (1) representative of Bastrop County Auditor Office, one (1) representative of Bastrop County Judge court, one (1) representative of Cen-Tex Regional Juvenile Probation, one (1) representative of Bastrop County Court at Law, one (1) representative of Bastrop County District Attorney's office, one (1) representative of City Managers from Bastrop, Elgin, and Smithville. All representatives to the Advisory Board shall be named not later than thirty (30) days from the effective date of this Agreement. Vacancies on the Advisory Board shall be filled by appointment by the governing body represented thereby. The Advisory Board exists solely to advise and assist the BCJBC, and has no authority to direct or control the BCJBC.

3.3 Quorum and Voting - Six (6) members of the Advisory Board shall constitute a quorum. The Advisory Board shall act by and through resolutions, motions or orders adopted or passed by the Advisory Board upon the vote of the majority of the members of the Advisory Board 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 Advisory Board, and thereafter annually, the Advisory Board 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 Advisory Board and shall be responsible for scheduling regular and special called meetings of the Advisory Board, including the provision of notice thereof.

3.6 The Cen-Tex Regional representative shall act as custodian of all minutes, records, and reports of the Advisory Board, 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 Advisory Board.

3.8 The Chair shall be entitled to vote on all matters coming before the Advisory Board.

3.9 Meetings - The Advisory Board shall hold regular meetings at such time and in such place determined by the Advisory Board. If the Advisory Board does not designate the place of meeting, the meeting shall be held at the BCJBC, 599 Cool Water Drive, Bastrop, Texas 78602. Procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the Advisory Board 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 Advisory Board 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 Advisory 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 Advisory Board shall transmit to each member of the Advisory Board 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 Advisory board, or the members calling the meeting.

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

- A. To develop and recommend proposed written operating policies to the Bastrop County Juvenile Boot Camp (BCJBC) consistent with any rules and regulations adopted by the Texas Juvenile Justice Department pursuant to Texas Education Code Sec. 37.011, and Texas Human Resources Code Sec. 141.042(a) regarding the operations, policies and procedures of the BCJBC, and to make advisory recommendations to the BCJPD regarding such operations, policies, and procedures including suggested changes or amendments thereto;
- B. To review the contractual requirements and arrangements between the BCJBC and third-party providers of goods and services in connection with the creation and operation of the BCJBC, and to make recommendations to the BCJPD 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 BCJBC; to recommend the initial criteria for, and thereafter monitor the ISDs' billing and payment schedule for the BCJBC;
- 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 BCJBC and the subsequent transition back into the school setting;
- F. To assist the BCJPD in developing job descriptions, screening applicants, and making personnel and staffing recommendations for the BCJBC;
- G. To formulate and recommend other policies or procedures as appropriate to the BCJBC as may be necessary to operate consistent with any rules and regulations as shall be adopted by

the Texas Juvenile Justice Commission; and

H. To formulate and recommend a consistent method for calculating the budget and cost projections for the BCJBC.

I. The Twelve-member board will determine the location of the campus of the BCJBC and designate the Fiscal Agent and the Education Agent. The Cen-Tex Regional Juvenile Services Department will employ a Boot Camp administrator.

J. The Education Agent shall function as the agent for and on behalf of the county and all participating school districts. The Education Agent shall administer the education claims proximately caused by negligence, breach, or other act or omission by the indemnifying party of its officers, employees or agents. All participants agree that Bastrop Independent School District shall be the Education Agent.

H. All participants agree the BCJBC will operate on the school calendar of Bastrop Independent School District, renewable thereafter on a year-to-year basis by mutual consent on or before June 1st of each year.

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

SECTION FOUR: STUDENT PLACEMENT IN BCJBC

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. Participants hereto acknowledge that Bastrop County is under the mandate population of 125, 000 and mutually all agree to refer expelled students to the BCJBC. It is therefore the intent of the BCJBC to provide educational services to all expelled students, as provided more fully herein.

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 BCJBC as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.4 Every student 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 BCJBC as soon as reasonably practicable after the juvenile court's receipt of such notice.

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 BCJBC 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 BCJBC, the term of such placement will be coterminous with the term of the student's expulsion from school. The minimum length of placement in the BCJBC will be 90 successful days of attendance with appropriate behavior. The maximum placement shall be twelve (12) months. Through mutual agreement with the Boot Camp and local ISD a student be expelled longer than a calendar year. District expulsion orders will require the student to successfully complete all program requirements of the BCJBC. A daily attendance and monthly behavioral progress record will be provided to the districts. Upon discharge of the BCJBC, the home school district must readmit the student, but may assign such student to the school district alternative education program if it chooses. The BCJBC will provide educational services to students' grade level 5th to 12th or ages 10-16 expelled under the expulsion criteria in Chapter 37.

4.8 It is the intent of the Participants hereto that the BCJBC shall give priority to mandatory expulsion students from each of the ISDs. It is understood by the Participants, however, that the BCJBC has limited space and staffing, and that conditions outside the control of any Participant to this Agreement may cause fluctuations in the BCJBC population. The current maximum capacity of the BCJBC is thirty (30) students. The "maximum capacity" of the BCJBC may be redefined from

time to time, however, as deemed appropriate by the BCJBC. Given the limited space at the BCJBC, participants agree to abide by the following procedures for discretionary expulsion placement decisions:

- A. Each participating school district will be given two discretionary expulsion allotments each school year.
- B. School districts can choose to give up discretionary expulsion allotments to districts that need additional allotments.
- C. Discretionary students will not be accepted into the BCJBC in the event that maximum capacity has been reached.

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

4.9 The ISD's have sole discretion if a Juvenile Probation Officer is to attend the expulsion hearing. If an officer of the court attends and the student is expelled, the child will be taken into custody pending a detention hearing.

5.0 The BCJBC will reserve 5 slots if applicable each year for non-expelled students ordered to the BCJBC as a condition of their probation.

5.1 Prior to being accepted into the BCJBC, a passing physical exam will be required of all cadets by a licensed physician. Physical examination completed within one (1) calendar year prior to the cadet's admission date will be accepted.

Cadets that fail the examination will not be admitted, however Cadets that pass the physical examination but require modification to attend, the program will be modified to meet their physical needs.

Pregnant

BCJBC does not accept pregnant females. If a female student becomes pregnant while attending the Boot Camp, the student will be **discharged** to the home school district.

SECTION FIVE: BCJBC FACILITIES, STUDENT LUNCHES AND STAFFING

5.1 The BCJBC facilities and staffing will be provided by Bastrop County, BCJPD and Bastrop ISD. 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 BCJBC 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 BCJBC shall operate on the same school calendar as the Bastrop Independent School District. Bastrop County, BCJPD and Bastrop ISD shall comply with all state bidding and procurement laws in obtaining facilities and staffing for the BCJBC to the extent such are applicable.

5.2 Students attending the BCJBC will be provided breakfast and lunch daily. Bastrop ISD will provide the meals and bill the BCJBC for reimbursement of the meals at the end of the school year.

5.3 Location of the boot camp will be 599 Cool water Drive, Bastrop, Texas 78602

SECTION SIX: TRANSPORTATION

6.1 Transportation of the students to the BCJBC is the responsibility of the parents. Special Education students' transportation to the Boot Camp (as related services) will be reviewed by the district ARD committee prior to the placement, and may be provided as determined by the district policy.

SECTION SEVEN: RELEASE OF STUDENT AND JUVENILE RECORDS

7.1 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.

7.2 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 BCJBC 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 BCJBC.

7.3 Each ISD shall be responsible for providing the BCJBC the following education records prior to the student’s admission to the BCJBC:

- Grades and transcript (current and past semester)
- Immunization records
- Special Education assessments if applicable
- ARD and IEP information if applicable
- Current information related to state-mandated assessments

SECTION EIGHT: FUNDING FOR BCJBC

The budget for the year from September 1, 2023, through August 31, 2024 will be as approved by the Board. The cost of operating the summer program (3 mo. DI salary) will be paid by Bastrop County. **Fixed cost distribution is noted below. The remaining percentage due to fund the BCJBC annual budget will be billed to the ISD’s according to usage at the end of the school year.**

Bastrop County	33.3 %	City of Bastrop	\$ 4,620
BISD	16.66%	City of Elgin	\$4620
EISD	8.33%	City of Elgin	\$4620
SISD	8.33 %		

8.1 The ISDs will be billed at a fixed and usage rate on the basis of student days assigned to the boot camp for the school year program. McDade ISD will be charged on an actual cost per student assigned per day. This charge will be determined and billed at the end of the school year.

8.2 **BCJBC Personnel-** BCJPD & BISD agree to assign the necessary personnel to BCJBC. Personnel assigned to BCJBC are employees of each respective entity. Both entities shall bill BCJBC c/o the Bastrop County Auditor’s Office for reimbursement of services rendered quarterly. **Backup shall include payroll records for each quarter.**

8.3 **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 JJAP Co-Op BCJBC operational expenses** for the subsequent school year(s).

8.4 **Maintenance of Depository Account** - Bastrop 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 bootcamp. All principal and any interest accruing to the

account from such deposited funds shall be credited to the bootcamp and shall be used for the necessary and reasonable expenses of the bootcamp and shall not be commingled with the regular operating funds of either the Juvenile Probation or Bastrop County. All rollover funds shall be separately accounted for and used to fund program costs for the subsequent school year.

8.5 Accounting - Bastrop County shall provide an accounting to the Participants, on an as-requested basis, of the amounts paid to the BCJBC with supporting documentation.

8.6 Billing – Bastrop County agrees to establish and coordinate billing arrangements with the ISDs with respect to the ISDs funding obligations, and the Cities if any, of the BCJBC Co-Op under this Agreement.

8.7 Audit - At least annually, Bastrop County shall provide an audited accounting to the other Participants of funds received and paid with respect to the BCJBC.

8.8 Budget - The Advisory Committee shall provide recommendations to the Bastrop County Auditor Office on budgetary matters relating to the establishment and operation of the BCJBC.

8.9 Nothing herein shall burden the Fiscal Agent, the County or any other participating school districts with the added expenses necessary to address or accommodate any particular needs of special education, education of the handicapped, accommodation of the disability, or other special requirements unique to a particular student. Such services, cost(s) and expense shall remain the responsibility of the home school district recommending the placement, or the responsible home district in which the student is or was last regularly enrolled prior to juvenile detention or court order, as the case may be.

8.10 Nothing herein shall burden the Fiscal Agent or any participating school district with responsibility for the underwriting or providing services or accommodating student's placement beyond the scope of the program of this cooperative agreement.

SECTION NINE: SPECIAL SERVICES

9.1 The BCJBC 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.

9.2 BCJPD and the ISDs shall cooperate in the provision of related services to students placed in the BCJBC.

9.3 Each ISDs shall provide reasonable notice to the administrator of the BCJBC of the ISD's

Admission, Review and Dismissal Committee ("ARD") meetings where placement in the BCJBC will be considered or when reviewing or modifying the program of a special education student in the BCJBC. The ISDs shall be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for notifying BCJBC representatives of ARD meetings.

9.4 If, after placement of a discretionary expulsion student with disabilities in the BCJBC under this Agreement, the administrator of the BCJBC has concerns that the student's educational or behavioral needs cannot be met in the BCJBC, 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 BCJBC. A representative of the BCJBC may participate in the ARD committee meeting to the extent that the meeting relates to the student's placement or continued placement in the BCJBC.

SECTION TEN: EXPEDITED MAGISTRATE SYSTEM

10.1 The expeditious hearing of all cases related to the BCJBC 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 Bastrop County Court at Law may assign any eligible juvenile in its jurisdiction to the Bastrop County Juvenile Boot Camp. It is agreed and understood that no court may order an expelled student to attend school as a condition of probation except by and through assignment to the Bastrop County Juvenile Boot Camp;
- B. The juvenile courts shall establish a procedure by which the Bastrop County Juvenile Probation Department Intake Division shall identify students who are eligible for placement in the BCJBC, and notify the District Attorney when it receives a referral for an offense which may result in placement in the BCJBC not later than the next working day after the referral is received.
- C. The ISDs shall make their best efforts to conduct their expulsion hearings no later than seven 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 BCJBC 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.

- D. Upon receipt of a referral or Preliminary Investigation Report on a student eligible for placement in the BCJBC, the District Attorney shall review such referral or Preliminary Investigation Report, and shall file a delinquency petition, if appropriate, not later than five working days after receipt of the Preliminary Investigation Report.
- E. The juvenile court hearing on a delinquency petition filed under subsection (C) herein shall be conducted no later than fourteen 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 BCJBC will not be shorter than the term of the student's expulsion from school.
- F. If a student is already under court supervision, the probation officer will decide whether to amend the conditions of probation or incorporate the program as a condition of release from detention.
- If the conditions of probation are to be amended, the probation officer will prepare an amendment to the original order, including an order to participate in the program and the code of conduct. The Probation Officer will request a court date as soon as practicable and a Juvenile Court Judge will consider the amendment.
 - Otherwise, the probation officer will prepare conditions of release and include an order to participate in the program and the code of conduct.
 -
- G. If the student is not under prior court supervision, the probation officer will determine if a petition should be filed alleging the student is in need of supervision or has engaged in delinquent conduct.
- If a petition is not filed, the probation officer shall include in the child's condition of release an order to participate in the program and the code of conduct.
 - If a petition is filed, the probation officer shall include in the child's condition of release an order to participate in the program and the code of conduct.

SECTION ELEVEN: ACADEMIC REVIEW AND TRANSITION

11.1 Within a reasonable period of time after admission to the BCJBC, 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 BCJPD, 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.

11.2 The BCJPD shall provide to the ISDs a summative evaluation of the performance of all students served by the BCJBC on an annual basis. Such evaluation shall reflect the academic performance of students served in the BCJBC each year. The ISDs shall assist the BCJBC in developing meaningful performance measurement criteria, and in providing follow-up data for former BCJBC 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.

11.3 The BCJPD 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 BCJBC 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.

11.4 The ISSP transition team shall formulate a transition plan, specifying any services to be provided upon return to the regular education setting, as part of the ISSP for each student. The ISSP transition plan shall be completed prior to the student's completion of the BCJBC placement.

SECTION TWELVE: OPERATING POLICY GUIDELINES:

12.1 The daily administration of all **aspects** of the Juvenile Boot Camp other than education services (which are the responsibility of the Education Agent) will be conducted by the Bastrop County Juvenile Probation Department. The program will serve juveniles, as the term is defined by Title 3 of the Family Code and each student meet the following criteria:

1. student is alleged to have committed an offense resulting in expulsion as defined in TEC Section 37.007, and/or ordered to participate by the Juvenile Court Judge.
2. student is or was last enrolled in a school district located within Bastrop County.
3. unless ordered by the court, student and parent or guardian have voluntarily agreed to

participate in the program and abide by all rules and regulations by signing the order to participate in the program and the code of conduct.

4. Unless ordered by the court, students' placement is recommended by the school district.

SECTION TWELVE: TERM OF AGREEMENT

12.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through August 31, _____. 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.

12.2 Any provision of the preceding Section 12.1 to the contrary notwithstanding, any participant may withdraw from this Agreement prior to the expiration of the term hereof by written agreement of the BCJBD, or for good cause, at any time.

12.3 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 THIRTEEN: MISCELLANEOUS

13.1 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 BCJBC, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

13.2 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.

13.3 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:

Bastrop County District Attorney Office, County of Bastrop:

Honorable Bryan Goertz, District Attorney
Bastrop County District Attorney Office
804 Pecan St. Bastrop, Texas 78602
Phone: (512) 581-7125 Fax: (512) 581-7133
e-mail: bryan.goertz@co.bastrop.tx.us

Bastrop County Judge Office, County of Bastrop:

Mr. Gregory Klaus
Bastrop County Judge Office
801 Pecan St. Bastrop, Texas 78602
Phone: (512) 332-7201 Fax: (512) 581-7103
e-mail: gregory.klaus@co.bastrop.tx.us
lyndsey.schroeder@co.bastrop.tx.us

Bastrop County Court at Law, County of Bastrop:

Honorable Benton Eskew, Judge
Bastrop County Court at Law
800 Pecan St. Bastrop Texas 78602
Phone: (512) 581-4277
e-mail: benton.eskew@co.bastrop.tx.us
jennifer.rives@co.bastrop.tx.us

Cen-Tex Regional Juvenile Probation Department:

Mr. R. Jason Bender, Chief
Cen-Tex Regional Juvenile Probation Department
108 South Park Suite 211. Brenham, Texas 78789
Phone: (979)-277-6245 Fax: (979)-277-6244
e-mail: jason.bender@cen-texjpd.com

Cen-Tex Regional Juvenile Probation Department:

Mr. Jerome Reese, BCJBC Administrator
P.O. Box 1278. Bastrop, Texas 78602
Phone: 512-332-7209
e-mail: jerome.reese@cen-texjpd.com

City of Bastrop:

Ms. Sylvia Carrillo, City Manager
311 Chestnut Street. Bastrop, Texas 78602
512-332-8800
e-mail: Scarrillo@cityofbastrop.org

City of Elgin:

Mr. Thomas Mattis, City Manager
P.O. Box 591. Elgin, Texas 78621
Phone: 512-281-5724 Fax: 512-285-3016
e-mail: tmattis@ci.elgintx.us

City of Smithville:

Robert Tamble, City of Smithville, City Manager
P.O. Box 449. Smithville, Texas 78957
e-mail: citymanager@c.i.smithville.tx.us

Bastrop Independent School District:

Mr. Barry Edwards, Superintendent of Schools
Bastrop Independent School District
906 Farm Street. Bastrop, Texas 78602
512-772-7100
e-mail: bedwards@bisdtx.org

Elgin Independent School District:

Dr. Jana Rueter, Superintendent of Schools
Elgin Independent School District
1002 North Ave C. Elgin, Texas 78621.
Phone: (512) 281-3434. Fax: (512) 285-9935.
E-mail: jana.rueter@elginisd.net

Elgin Independent School District:

Dr. Peter Perez, Deputy Superintendent of Schools
Elgin Independent School District
1002 North Ave C. Elgin, Texas 78621.
Phone: (512) 281-3434. Fax: (512) 285-9935.
E-mail: peperez@elginisd.net

Smithville Independent School District:

Mrs. Cheryl Burns, Superintendent of Schools
Smithville Independent School District
PO Box 479, Smithville, Texas 78957
Phone: (512) 237-2487
e-mail: cburns@smithvilleisd.org

Smithville Independent School District:

Dr. Michael Caudill, Assistant Superintendent of Schools
Smithville Independent School District
PO Box 479, Smithville, Texas 78957
Phone: (512) 237-2487
e-mail: mcaudill@smithvilleisd.org

McDade Independent School District:

Mrs. Heather Stidham , Superintendent of Schools
McDade Independent School District
156 Marlin St. McDade, TX 78650
Phone :512- 273-2522 Fax: 512-273-2101
e-mail: heather.stidham@mcdadeisd.net

County of Bastrop Auditor Office:

Ms. Jennifer Pacheco, Bastrop County Auditor
804 Pecan Street. Bastrop, TX 78602
Phone: 512- 332-7222 Fax: 512- 332-7272
e-mail: Jennifer.pacheco@co.bastrop.tx.us

County of Bastrop Auditor Office:

Ms. Amber Quinley, Bastrop County **Lead** Assistant Auditor / **Grant Coordinator**
804 Pecan Street. Bastrop, TX 78602
Phone: 512- 332-7222 Fax: 512- 332-7272
e- mail: amber.quinley@co.bastrop.tx.us

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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

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.

Brian Goertz, Criminal District Attorney, County of Bastrop Date

Gregory Klaus, County Judge, County of Bastrop Date

Benton Eskew, County Court at Law, County of Bastrop Date

Sylvia Carrillo, City Manager, City of Bastrop Date

Thomas Mattis, City Manager, City of Elgin Date

Robert Tamble, City Manager, City of Smithville Date

Jason Bender, Chief of Juvenile Probation, County of Bastrop Date

Barry Edwards, Superintendent of Schools, Bastrop Independent School District Date

Jana Rueter, Superintendent of Schools, Elgin Independent School District Date

Heather Stidham, Superintendent of Schools, McDade Independent School District Date

Cheryl Burns, Superintendent of Schools, Smithville Independent School District Date

Jennifer Pacheco, Bastrop County Auditor , County of Bastrop Date

