



UNITED INDEPENDENT SCHOOL DISTRICT ACTION ITEM

TOPIC Approval of Amended Interlocal Agreement (JP Court Coordinators) for 2014-15

SUBMITTED BY: Juan J. Cruz **OF:** School Attorney

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: September 17, 2014

RECOMMENDATION:

It is recommended that the United ISD approve the Amended Interlocal Agreement (JP Court Coordinators) for 2014-15.

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

**INTERLOCAL AGREEMENT
BETWEEN WEBB COUNTY
AND UNITED INDEPENDENT SCHOOL DISTRICT
FOR JUVENILE J.P. COURT COORDINATORS**

This Agreement made and entered into by and between Webb County, a political subdivision of the State of Texas, acting through its County Judge, as authorized by its Commissioners Court, hereinafter referred to as "County" and the United Independent School District, a political subdivision of the State of Texas, acting by and through its Superintendent as authorized by its School Board, hereinafter referred to as "UISD," pursuant to Chapter 791, Texas Government Code, Interlocal Cooperation Act.

WITNESSETH

WHEREAS, County and UISD are political subdivisions of the State of Texas;
and

WHEREAS, County and UISD each perform governmental functions regarding the reduction of school children's unexcused absences from school (truancy); and

WHEREAS, UISD has elected for School Attendance Officers pursuant to the Texas Education code to enforce compulsory attendance laws in order to prevent truancy;
and

WHEREAS, said Officers may refer truant pupils to the Justices of the Peace within the county for disposition in an effort to minimize truancy in our community; and

WHEREAS, UISD has designated School Attendance Officers to provide additional duties in the area of truancy for the County by serving as Juvenile Court Coordinators for Justices of the Peace, Precinct 2, Place 1, Place 2, and Precinct 4; and

WHEREAS, County and UISD desire to contract to continue to efficiently and effectively provide such governmental services for our community.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows:

**I.
JUVENILE COURT COORDINATORS**

UISD shall designate one of its School Attendance Officers to serve as Juvenile Court Coordinator for Webb County Justice of the Peace Court Precinct 2, Place 1, the Honorable Ramiro Veliz presiding, Webb County Justice of the Peace Court Precinct 2, Place 2, the Honorable Ricardo Rangel presiding, and one School Attendance Officer to serve as Juvenile Court Coordinator for Webb County Justice of the Peace Court Precinct

4, the Honorable Oscar O. Martinez presiding. Said School Attendance Officers shall be designated to serve the above J.P. Courts for the duration of this Agreement.

II. DUTIES

The Juvenile Court Coordinators selected by UISD hereunder shall perform duties regarding truancy for Justice of the Peace Courts within the boundaries of said school district at the direction of the Justices of said Courts. Said duties shall include but not be limited to:

1. Receiving truancy complaints
2. Issuing any and all required citations.
3. Docketing of truancy cases for court.
4. Performing required weekly home and school visits on Thursday and Friday of every week.
5. Performing any and all follow-up visits
6. Providing quarterly reports to County and UISD on the number of UISD students convicted under Texas Education Code §25.094 (“Truancy”) as well as providing the total amount of court fees assessed by said Justices under Texas Code of Criminal Procedure §102.014(d) on those students convicted pursuant to said §25.094 of the Texas Education Code.
7. Providing quarterly reports to County and UISD on the number of UISD parents convicted under Texas Education Code §25.093 (“Parents Contributing to Non Attendance”) as well as proving the total amount of court fees assessed by said Justices under Texas Code of Criminal Procedure §102.014(d) on those parents convicted pursuant to said §25.093 of the Texas Education Code.

County shall advise UISD, in writing, of any additional duties, other than those listed above, for Juvenile Court Coordinators. These additional duties must be on file at the UISD Human Resources Department.

III. COMPENSATION

In consideration of the providing of the above services by UISD, County shall pay UISD from current funds, one-half of the salary of each Juvenile Court Coordinator for services provided to the J.P. Courts, that is at/near ELEVEN THOUSAND NINE HUNDRED FOUR DOLLARS (\$11,904.00) for the Coordinator assigned to J.P. Precinct 2, Place 1, FOURTEEN THOUSAND FOUR HUNDRED TWENTY FOUR DOLLARS (\$14,424.00) for the Coordinator assigned to J.P. Court Precinct 2, Place 2, and TWENTY TWO THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$22,760.00) for the Coordinator assigned to J.P. Court Precinct 4, said amounts to be paid in one lump sum to UISD within thirty (30) days of the submission to the Webb County Auditor of a General Request for Payment Form. UISD shall submit concurrently with the General Payment Form a payment to Webb County of TWO HUNDRED DOLLARS (\$200.00)

per Attendance Officer to be utilized for supplies for each of the Attendance Officers in their Court work.

**IV.
TERM OF AGREEMENT**

Unless sooner terminated as hereinafter provided, the terms of this Agreement shall commence on September 1, 2014 and end on August 31, 2015. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice by either party.

**V.
EMPLOYMENT STATUS**

It is understood and agreed to by the parties hereunder that the Juvenile Court Coordinators shall at all times be employees of UISD and not employees of County. In this regard UISD shall be responsible for the performance evaluations of the Officers and may be assisted by the Justices of the Peace in evaluating the performance of the Attendance Officer while under the direction of the respective Justices of the Peace. As employees of UISD, the Juvenile Court Coordinator are immune from liability to the same extent, as all School District employees are immune from liability.

**VI.
APPLICABLE STANDARDS**

In performing the services under this Agreement, County and UISD shall observe and comply with all applicable state laws, rules, and regulations affecting the services to be provided hereunder. Court Coordinators are required to use time clocks for documentation to account for time worked on behalf of UISD, including but not limited to, compensatory time balances, non-contract days, and personal leave days.

**VII.
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties for the services to be provided hereunder, and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreement altering or supplementing the terms hereof may be made except by means of written document(s) signed by the duly authorized representatives of the parties hereto.

**VIII.
GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights of the parties hereunder shall be governed by the laws of the State of Texas.

**IX.
NOTICES**

Any notice required hereunder shall be in writing and hand delivered or mailed to the respective parties as follows:

TO: WEBB COUNTY

Honorable Ramiro Veliz
Justice of the Peace Precinct 2, Place 1
901 S. Milmo 1st Floor
Laredo, Texas 78046

Honorable Ricardo Rangel
Justice of the Peace Precinct 2, Place 2
901 S. Milmo 2nd Floor
Laredo, Texas 78046

Honorable Oscar O. Martinez
Justice of the Peace, Precinct 4
610 Del Mar Blvd.
Laredo, Texas 78041

TO: UISD

Mr. Roberto J. Santos
Superintendent of Schools
United Independent School District

**X.
PARTIAL INVALIDITY**

If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, shall, for any reason, be held by a Court of competent jurisdiction to be invalid, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

EXECUTED in duplicate originals this _____ day of July 2014.

WEBB COUNTY

**UNITED INDEPENDENT
SCHOOL DISTRICT**

HONORABLE DANNY VALDEZ
WEBB COUNTY JUDGE

ROBERTO J. SANTOS
SUPERINTENDENT OF SCHOOLS

ATTEST:

MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK

APPROVED AS TO FORM:

MARCO A. MONTEMAYOR
WEBB COUNTY ATTORNEY

JUAN J. CRUZ
UISD ATTORNEY