

**INTERLOCAL COOPERATION AGREEMENT  
FOR THE WILSON COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION  
PROGRAM (“JJAEP PROGRAM”)**

This Agreement is entered into by, between, and among Wilson County (hereinafter, “Wilson County”), Karnes County (hereinafter, “Karnes County”), the Karnes/Wilson County Juvenile Board (hereinafter, “the Juvenile Board”), and the **LA VERNIA** Independent School District (hereinafter, “the participating School Districts”) for the express purpose of participating in the Wilson County Juvenile Justice Alternative Education Program (hereinafter, “the JJAEP Program”). The local governmental entities set out above will be hereinafter referred to collectively as “the Parties;”

WHEREAS, Wilson County, Karnes County, the Juvenile Board and the participating School Districts are all local governments and the JJAEP Program in the context contemplated herein is a “governmental function and service” as that term is defined in the Texas Interlocal Cooperation Act, (hereinafter “the Act”) codified as Chapter 791 of the Texas Government Code; and

WHEREAS, the Act authorizes local governments to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, Section 37.011 of the Texas Education Code permits the development of a “juvenile justice alternative education program” by a juvenile board of a county with a population of 125,000 or less, and Wilson County, Karnes County and the Juvenile Board have undertaken to develop such a program, the JJAEP Program, with the participating School Districts, under this Interlocal Agreement for the current school year; and

WHEREAS, the Parties agree that the Program established by this Interlocal Agreement may serve certain students who have been expelled by a participating School District and students assigned by the court system who have committed an offense under Title V Felony Offense Code, a Sexual Offense, or in lieu of Juvenile Detention, out of home placement or TJJD; and

WHEREAS, the Parties agree that the educational services of the JJAEP Program can be administered most efficiently at a centralized location within the geographic boundaries of Wilson County and Karnes County, and the Parties desire to engage the **FLORESVILLE** Independent School District to serve as the Designated Local Government or Educational Fiscal Agent (hereinafter, “Educational Fiscal Agent”) for the educational administration component of the JJAEP Program;

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows:

## **1.0 General Purpose**

JJAEP Program is established by the Parties to benefit the families of eligible students ages 10 to 17, with the discretion to accept 18-19 year-olds with a Title V Felony or Sexual Offense classification, who have committed an offense, or who have been expelled from the participating School Districts. Offenses include but are not limited to a Title V Felony Classification or Sexual Offense. The Juvenile Probation Department will be required to report the Title V offense and offender to the home school district. JJAEP Program shall strive to provide students with a general structured environment, education, recreation, mentoring, counseling (substance abuse or other), and attempt family preservation.

## **2.0 Administration of Education Component of the JJAEP Program.**

**2.1** The Educational Fiscal Agent shall:

1. Provide administrative oversight and coordination of the receipt of placement orders, school records, enrollment verification, withdrawals and attendance.
2. Provide standard school amenities; such as the school nurse and food services.
3. Report grades to participating School Districts.
4. The Educational Fiscal Agent shall prepare the budget and shall receive and disburse funds applicable to education services, except funds received by the Board to enhance program services.
5. The Educational Fiscal Agent shall maintain a separate stand-alone budget for the educational administration component of the JJAEP. The educational administration component of the JJAEP and the funds used to operate said Program shall be a part of the annual audit and reports will be made available upon request to the Juvenile Board and participating School Districts.
6. All expenses for maintenance of the campus shall be borne as provided herein.

**2.2** The JJAEP Program shall:

1. Supervise students assigned to the JJAEP Program in accordance with applicable state and federal law and the academic performance goals and standards set out more fully herein;
2. Provide administration for the educational services provided by the JJAEP Program;
3. Be responsible for developing classroom guidelines for student conduct;
4. Furnish normal teaching supplies;

5. Establish the school day, including the beginning, ending and education times in accordance with applicable state laws, performance goals and objectives of the Program;
6. Be responsible for the classroom environment, i.e., classroom setup;
7. Implement the Student Code of Conduct approved by the Juvenile Board as set out in this agreement; and
8. JJAEP Program will operate at 335 Alternative Lane, Floresville, Texas 78114 (hereinafter, “the campus”).
9. The students that are eligible to participate in the JJAEP Program will be residents of Wilson County or Karnes County or students enrolled in any of the participating School Districts, and/or any other sending school district wishing to contract with the JJAEP, Juvenile Board, Wilson County, Karnes County and Floresville Independent School District.
10. The JJAEP shall be responsible for supervision and oversight of the educational programs and supervising educational personnel serving the campus and also shall be responsible for maintaining all education records applicable to the JJAEP Program, correspondence with assigned students’ home districts with regard to status and ultimate disposition of each assigned student, and provision of necessary curriculum outlined in TJJD JJAEP Standards and other such responsibilities normally associated with administration and provision of educational services. The Juvenile Board, through the Karnes/Wilson County Juvenile Probation Department, shall be responsible for informing the Educational Fiscal Agent of all policies and procedures related to the JJAEP, including any policies and procedure related to

funding source requirements. The Juvenile Board shall provide such notice to the Educational Fiscal Agent in writing.

11. The JJAEP shall ensure that all educational personnel comply with the written policies and procedures of the Juvenile Board, including any policies and procedures related to funding source requirements, except when such policies and procedures conflict with the policies, procedures or employment contracts of the Educational Fiscal Agent. In that event, the JJAEP shall inform the Juvenile Board in writing of the specific policies and procedures or requirements it cannot comply with as a result of the conflict.

**3.0 Funding.** The expenses of the JJAEP shall be borne by Wilson County for **70%** of funding and **30%** by Karnes County.

**3.1** Each Participating District shall pay the Fiscal Agent a daily individual per student fee for each student referred by the District for enrollment.

**3.2** Each Participating District shall pay the Fiscal Agent a daily rate (“JJAEP Daily Rate”) for each student for the 2025-2026 term as outlined below:

Daily Rate: \$100.00 per day per student referred from a Wilson County or Karnes County School District.

Daily Rate: \$150.00 per day per student referred from any County other than Wilson County or Karnes County.

**3.3** The Daily Rate for term years after the 2025-2026 term year will be calculated, using the previous year’s data, by the Fiscal Agent who will notify the Participating Districts not later than November 1 of the previous term year. Participating Districts shall notify the

Fiscal Agent, in writing, not later than January 15 that the District agrees to pay the Daily Cost.

**3.4** Participating school Districts shall make payment to the Fiscal Agent monthly. The Fiscal Agent shall provide a list of all students enrolled and the total fee due for each day the student attends.

**3.5** Participating Districts shall make payment to the Fiscal Agent of any outstanding lunch or daily rate charges and any settle up charges by June 30<sup>th</sup> of the term year.

**3.6** The participating Districts agree to pay the JJAEP daily rate.

**3.7** Nothing herein shall require any participating School District other than the student's home school district to pay the expense necessary to address or accommodate any additional needs of students with disabilities. Such services, costs and expense incurred because of special services required by a student's Individualized Education Program (hereinafter, "IEP") or accommodation plan 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 on the date a juvenile court orders the student placed in the JJAEP Program.

#### **4.0 School Districts' Participation**

**4.1** Wilson County, Karnes County, the Juvenile Board and the participating School Districts agree that nothing herein shall require the participating School Districts to involuntarily incur expense other than as set forth in this Agreement. In accordance with the Texas Interlocal Cooperation Act, each party paying for the performance of the services outlined in this Agreement shall make those payments from current revenues available to the paying party.

- 4.2 Each participating School District will retain all average daily attendance (“ADA”) funding for students participating in the JJAEP Program to the extent permitted by law.
- 4.3 In addition to paying the daily funding rate as provided herein, each participating School District will provide the following to the JJAEP Program for each of the School District’s students participating in the Program:
- a. All necessary textbooks, including teacher’s editions, instructional and supplemental materials required by an IEP, and all teacher resource materials and tests for students working at grade level;
  - b. All necessary services for students with disabilities not provided by the JJAEP Program, including, but not limited to the following:  
  
Special Education assessment services and responsibility for notification and conducting of Admission, Review and Dismissal Committee (hereinafter. “ARD”) meetings in accordance with state and federal law; IEP services and special education personnel to implement and monitor IEPs; requirements concerning programs and accommodations for Section 504 students; assistive technology, supplementary aids and services and related services, including transportation, determination necessary for a student with a disability/ies by the student’s ARD Committee or 504 Committee; borrowing privileges, such as library and equipment usage;
  - c. Standardized testing; and
  - d. Standardized preparation materials for individual grade equivalencies.

**4.4** Breakfast and lunch will be served by the Educational Fiscal Agent in accordance with the Fiscal Agent's Board Policy CO [LEGAL]. The costs of such meals are to be paid as follows:

Students who qualify for free or reduced price meals shall be on the free lunch program of the Educational Fiscal Agent. Students who do not qualify for free or reduced price meals will be required to pay for their meals at the rates charged by the Educational Fiscal Agent's cafeteria. Any charged meal balances will be the responsibility of the sending District and will be invoiced at the end of the school year. Meals will not be provided during the summer session.

**4.5** Each participating School District shall be responsible for any and all costs incurred as a result of the acts of any one of their students, or as a result of any of their students or their student's families or guardians, including, but not limited to, filing any claim or due process hearing challenging placement, or services or implementation of those services pursuant to 20 U.S.C. sections 1400-1485 (IDEA) 29 U.S.C. section 794 (Section 504 of the Rehabilitation Act of 1973) or Chapter 37 of the Texas Education Code. "Costs" shall include, but not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of damages, court costs, attorneys' fees and settlement costs.

**4.6** Each participating School District shall be responsible for enforcing truancy laws and processing students for truant conduct according to the home school district policies and procedures.

## **5.0 Reporting**



- 5.1** For purposes of accountability under Chapter 39 of the Texas Education Code and the Foundation School Program, a student enrolled in the JJAEP Program shall be reported as if the student were enrolled at the students' home district in the students regularly assigned education program, including a special education program, where applicable and to the extent permitted by law. The participating home district of each such student shall cooperate fully in making such reports and accepting such accountability. All Public Education Information Management System (hereinafter, "PEIMS") reporting requirements for the students placed in the JJAEP Program shall remain the responsibility of the home district, and all ADA funding entitlements generated from such data shall also remain with the home district, to the extent permitted by law.
- 5.2** PEIMS reports will be the responsibility of the individual school district. The JJAEP Program shall provide all needed information to the school districts for the report, including, but not limited to, the reason for placement, date of placement, and projected date of return.
- 5.3** The Participating Districts agree that any student placed in the JJAEP by court order will be reported for purposes of PEIMS Data Standards Disciplinary Action Reason Code 13.
- 6.0 Staffing and Physical Location**
- 6.1** The JJAEP shall provide all educational staff and will be responsible for their training and shall provide educational services as provided herein. The Educational Fiscal Agent will make available staff development training to all educational staff as deemed necessary to meet any District and TEA requirements or regulations.
- 6.2** The Educational Fiscal Agent shall provide a campus site and buildings for the JJAEP Program. Physical maintenance, utility expenses, and facility standards to comply with the

Americans with Disabilities Act shall all be the responsibility of the Educational Fiscal Agent.

- 6.3** Except as provided in this Agreement, the educational component of the JJAEP Program shall be subject to the policies adopted by the Karnes/Wilson County Juvenile Board. JJAEP Program educational staff members shall be employees of the Juvenile Board and shall be subject to the personnel policies of the said Board.

## **7.0 Transportation**

- 7.1** Neither the JJAEP Program nor the Educational Fiscal Agent is responsible for transportation of students attending the JJAEP Program, including students with disabilities who require transportation as a related service. Transportation of students attending the JJAEP Program will be the responsibility of the home school district or the student's parents/guardians at the sole discretion of the home school district.

- 7.2** Approval of this MOU will allow participating Districts to transport students into Wilson County.

## **8.0 No Waiver of immunity, Liability**

- 8.1** Nothing in this Agreement waives the immunity enjoyed by any of the Parties under both statutory and common law, and all parties specifically recognize, but do not limit this section to, Texas Education Code, § 37.011, whereby the JJAEP, the Juvenile Board, both Karnes and Wilson Counties, and their respective Commissions Courts are immune from liability to the same extent as the school districts. And the Juvenile Board's or Counties' professional employees and volunteers are immune from liability to the same extent as the school district's professional employees and volunteers.

**8.2** All parties agree that to any extent the foregoing does not apply, that each party shall be liable for their own property, equipment, employees, and volunteers, and that this agreement shall in no way act as or imply any indemnification between the parties.

**8.3** No provision of this Agreement is a consent to suit.

## **9.0 Term of the Agreement**

**9.1** The term of this Agreement shall be for a period of one (1) year to begin August 1, 2025. This Agreement may be renewable thereafter on a year-to-year basis by written consent which will be provided no later than January 15 of each year. Any participating School District which fails to provide such written consent will not be eligible to receive services from the JJAEP.

**9.2** If any participating School District no longer desires to be a party to this Agreement for the upcoming fiscal year, that entity shall provide written notice of this fact to the Educational Fiscal Agent and the Juvenile Board by no later than January 15 of each year.

## **10.0 Entire Agreement**

**10.1** This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

**10.2** Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each Party.

**10.3** All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a

United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other Party.

- 10.4** The Parties agree that this modification may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

*[SIGNATURES ON FOLLOWING PAGES]*

EXECUTED IN MULTIPLE ORIGINALS, as authorized by the Participating Districts by action on dates as indicated below, to be effective the 1st day of August, 2025.

**WILSON COUNTY**

Date of Authorization:

\_\_\_\_\_

By: \_\_\_\_\_  
County Judge

**KARNES COUNTY**

Date of Authorization:

\_\_\_\_\_

By: \_\_\_\_\_  
County Judge

**KARNES/WILSON COUNTY JUVENILE BOARD**

Date of Authorization:

\_\_\_\_\_

By: \_\_\_\_\_  
Chairman, Karnes/Wilson Juvenile Board

**LA VERNIA INDEPENDENT SCHOOL DISTRICT**

Date of Authorization:

\_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Trustees