



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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CORY J. BURGESS
Chief Juvenile Probation Officer

September 18, 2024

Mr. Matias Segura
Austin ISD
(via DocuSign)

Dr. Jeff Arnett
Eanes ISD
(via DocuSign)

Mr. Darren Webb
Lago Vista ISD
(via DocuSign)

Dr. Robert Sormani
Manor ISD
(via DocuSign)

Dr. Quentin Shepherd
Pflugerville ISD
(via DocuSign)

Dr. Hafedh Azaiez
Round Rock ISD
(via DocuSign)

RE: Memorandum of Understanding (MOU) SY2024-25
Juvenile Justice Alternative Education Program (JJAEP)

Dear Superintendents:

We are forwarding a copy of the Travis County Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding (MOU) for September 1, 2024 - August 31, 2025. The MOU was unanimously approved by the Travis County Juvenile Board on August 15, 2024. We respectfully request approval by your School District Board of Trustees and your signature to the attached MOU via DocuSign.


The MOU, as authorized by the Texas Education Code, provides for JJAEP services to youth who are referred by school districts for mandatory as well as discretionary expulsions. Pursuant to Section Nine of the MOU, this letter serves as notification of the daily rate for discretionary Category II and IV students. On August 15, 2024, the Juvenile Board set the daily rate per day of enrollment in JJAEP for SY2024-25 for students who are expelled for committing Title 5, Penal Code, felony offenses (Offenses Against the Person), under §37.0081, Education Code, at **\$406.12** per day.

In Process

Please sign the attached MOU to via this DocuSign envelope. We will forward a completed MOU once we have received all the required ISD signatures.

If you have any questions, please do not hesitate to contact me at 512-854-7109.

Regards,

DocuSigned by:

7DFA175196A24DC...
Chris Hubner
General Counsel

CC: Judge Maria Cantú Hexsel, Chair, Travis County Juvenile Board
Cory J. Burgess, Chief Juvenile Probation Officer
Sharon Berger, Deputy Chief, Social Services Division
Kristin Meurer, Division Director, Social Services Division

**MEMORANDUM OF UNDERSTANDING
FOR THE
JUVENILE JUSTICE ALTERNATIVE EDUCATION COOPERATIVE
OF TRAVIS 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 1st day of September, 2024, between **Travis County**, the **Travis County Juvenile Board** ("TCJB"), and the following educational entities: **Austin** Independent School District, **Del Valle** Independent School District, **Eanes** Independent School District, **Lake Travis** Independent School District, **Lago Vista** Independent School District, **Leander** Independent School District, **Manor** Independent School District, **Pflugerville** Independent School District, and **Round Rock** Independent School District (hereinafter referred to collectively as the "ISDs"). The parties to this Agreement shall be collectively referred to herein as "Participants."

RECITALS:

WHEREAS:

(1) Texas Education Code Sec. 37.011(m) requires the TCJB to enter into a Memorandum of Understanding with the ISDs establishing a Juvenile Justice Alternative Education Program ("JJAEP"); and

(2) The Participants desire to participate in the Juvenile Justice Alternative Education Program Cooperative of Travis County ("JJAEP Co-Op") and to comply with the agreements contained herein; and

(3) The ISDs wish to reach an agreement with the TCJB as to the placement of students expelled from school under the discretionary expulsion and removal provisions of Texas Education Code, Chapter 37; and

(4) The Participants desire to create and operate the JJAEP Co-Op 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 JJAEP Co-Op; and

(6) The Participant ISDs recognize that the Texas Legislature has appropriated certain funds to pay the County and TCJB for the cost of educating students in the JJAEP Co-Op who are expelled under the mandatory expulsion provisions of Texas Education Code Chapter 37. However, such funds are insufficient to meet the cost of educating students in the JJAEP Co-Op; and

(7) The ISDs are required to consider course credit earned by a student while in the JJAEP Co-Op as credit earned in a school district program pursuant to Texas Education Code Sec. 37.011(d), and the ISDs have an ongoing interest in the quality of education provided in the JJAEP Co-Op and the academic success of students who will be returned from the JJAEP Co-Op to the regular school setting. Therefore, the ISDs desire to assist in providing the JJAEP Co-Op with full, adequate funding; and

(8) The Participant ISDs recognize that for purposes of accountability under Chapter 39 of the Texas Education Code and the Foundation School Program, a student enrolled in the JJAEP shall be reported as if the student were enrolled in an Alternative Education Program of the student's home district and the participating home district of each student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the home district, and all average daily attendance funding entitlements generated from such data shall also remain with the home district, unless otherwise provided by law or regulation of the Texas Education Agency. However, students expelled as "mandatory" placements shall be counted as "ineligible" for attendance counting purposes in the home district; and

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

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" shall mean any student who is expelled or removed from the regular classroom and meets the definition of any one of the following three categories:

1.1.a. "Discretionary Category I" shall mean any student who is expelled under Texas Education Code Sec. 37.007 (b), (c), (f), or (i) or Sec. 37.0052.

1.1.b. "Discretionary Category II" shall mean any student who is expelled for committing an off-campus offense under Texas Education Code Sec. 37.0081(a);

1.1.c. "Discretionary Category III" shall mean any student who is a publicly Registered Sex Offender who is eligible for placement in the JJAEP under Subchapter I of Chapter 37 of the Texas Education Code.

1.1.d. "Discretionary Category IV" shall mean any student who meets the definitions in Sections 1.1.a–c. above and whose placement in the JJAEP would exceed a school district's allotted discretionary placements as set forth in Section 4.8(A) of this Agreement.

1.2 "ISSP transition team" shall mean those persons responsible for reviewing a student's academic progress in accordance with Texas Education Code Sec. 37.011(d); that is, the TCJB or its designee, and the parent or guardian of the student. For purposes of this Agreement, a representative of the ISD from which the student was expelled may also be a member of the ISSP transition team, together with any JJAEP Co-Op staff as may be appropriate.

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

1.4 "Rollover funds" shall mean all funds paid by the ISDs to the TCJB for either discretionary or mandatory expulsion allotments that remain unexpended on August 31 of each year.

1.5 "Semester" as referenced by the Texas Education Code Subchapter I. Placement of Registered Sex Offenders shall mean 90 school days.

1.6 "Student" shall mean any person residing in Travis County aged ten years or older and required to attend school pursuant to Texas Education Code Sec. 25.085 and who are under the supervision of juvenile or adult probation.

SECTION TWO: STUDENT CODES OF CONDUCT

2.1 The JJAEP Co-Op will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which students will be subject to expulsion from the school setting and placement in the JJAEP Co-Op. A student may be expelled and placed in the JJAEP if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior despite documented behavioral interventions. Serious misbehavior, as defined by Texas Education Code 37.007(c), means:

- (1) Deliberate violent behavior that poses a direct threat to the health or safety of others;
- (2) Extortion, meaning the gaining of money or other property by force or threat;
- (3) Conduct that constitutes coercion, as defined by Section 1.07, Texas Penal Code; or
- (4) Conduct that constitutes the offense of:
 - (A) Public lewdness under Section 21.07, Texas Penal Code;
 - (B) Indecent exposure under Section 21.08, Texas Penal Code;
 - (C) Criminal mischief under Section 28.03, Texas Penal Code;

- (D) Personal hazing under Section 37.152, Texas Education Code; or
- (E) Harassment under Section 42.07(a)(1), Texas Penal Code, of a student or district employee.

SECTION THREE: GOVERNANCE OF JJAEP CO-OP

3.1 Composition of Governing Body - The JJAEP shall operate as a function of Travis County and the TCJB, 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 Travis County and the TCJB.

3.2 Executive Committee - Upon the effective date of this Agreement, there shall be created an Executive Committee, consisting of one (1) representative of each ISD, one (1) representative of Travis County, and one (1) representative of the TCJB (Chief Juvenile Probation Officer or designee), each to be appointed by their respective governing body. All representatives to the Executive Committee shall be named not later than thirty (30) days from the effective date of this Agreement. Vacancies on the Executive Committee shall be filled by appointment by the governing body represented thereby.

The Executive Committee exists solely to advise and assist the TCJB, and has no authority to direct or control the JJAEP Co-Op.

3.3 Quorum and Voting - Four (4) members of the Executive Committee shall constitute a quorum. The Executive Committee shall act by and through resolutions, motions or orders adopted or passed by the Executive Committee upon the vote of the majority of the members the Executive Committee 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 Executive Committee, and thereafter annually, the Executive Committee 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 Executive Committee and shall be responsible for scheduling regular and special called meetings of the Executive Committee, including the provision of notice thereof.

3.6 The TCJB representative shall act as custodian of all minutes, records, and reports of the Executive Committee, 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 Executive Committee.

3.8 The Chair shall be entitled to vote on all matters coming before the Executive Committee.

3.9 Meetings - The Executive Committee shall hold regular meetings at such time and in such place determined by the Executive Committee. Procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the Executive Committee 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 Executive Committee 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 Executive 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 Executive Committee shall transmit to each member of the Executive Committee 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 Committee, or the members calling the meeting.

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

- A. To develop and recommend proposed written operating policies to the TCJB 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. 221.002(a) regarding the operations, policies and procedures of the JJAEP Co-Op, and to make advisory recommendations to the TCJB regarding such operations, policies, and procedures including suggested changes or amendments thereto;
- B. 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 JJAEP Co-Op and the subsequent transition back into the school setting;
- C. To formulate and recommend other policies or procedures as appropriate to the TCJB as may be necessary to operate consistent with any rules and regulations as shall be adopted by the Texas Juvenile Justice Department; and
- D. To review the annual budget, actual operating costs, and cost projections for the JJAEP Co-Op.

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

SECTION FOUR: STUDENT PLACEMENT IN JJAEP

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. It is therefore the intent of the JJAEP Co-Op to provide educational services to all expelled students, as provided more fully herein, in accordance with Texas Education Code Sec. 37.011. However, no students will be assigned to the Travis County JJAEP except as set forth by provisions of this Agreement.

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 JJAEP Co-Op as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.4 Every student eligible for placement in the JJAEP as set forth by the provisions of this Agreement 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 JJAEP Co-Op as soon as reasonably practicable after the juvenile court's receipt of such notice. The information provided by the ISD for any student expelled for serious misbehavior under Texas Education Code Sec. 37.007(c), shall include documentation of the serious misbehavior and documentation of the behavioral interventions provided by the ISD prior to the expulsion.

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 JJAEP Co-Op 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 JJAEP Co-Op, the term of such placement will be coterminous with the term of the student's expulsion from school. In an effort to support a student's successful transition from the JJAEP, the ISDs agree that a student's JJAEP placement shall terminate at the end of the home school district's grading period, except that any placement shall have a term of no less than 30 school days, absent extenuating circumstances. Students must remain in the JJAEP Co-Op for the full period ordered by the juvenile court unless the student's school district agrees to accept the student before the date ordered by the juvenile court, or the student is referred back to the ISD pursuant to Section 4.8 or Section 4.9 or Section 4.10 herein. The juvenile court shall consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, or such conditions required by the prosecutor or probation department, and if the student meets the requirements for admission into the public schools established by law, the school district in which the student resides must readmit the student, but may assign such student to the school district alternative education program. In an effort to facilitate the required transition meeting between JJAEP and the home school district, a student may remain enrolled in the JJAEP for up to one week (7 calendar days) in the event that a student's term of probation or pre-trial supervision ends before the term of expulsion expires. The JJAEP is responsible for ensuring the transition meeting is scheduled at the earliest possible date.

4.8 It is the intent of the Participants hereto that the JJAEP Co-Op shall give priority to mandatory expulsion students from each of the ISDs. It is understood by the Participants, however, that the JJAEP Co-Op has limited space and staffing, and that conditions outside the control of any Participant to this Agreement may cause fluctuations in the JJAEP Co-Op population. The current maximum capacity of the JJAEP is fifty students. The "maximum capacity" of the JJAEP may be redefined from time to time, however, as deemed appropriate by the JJAEP Co-Op. Given the limited space at the JJAEP, participants agree to abide by the following procedures for discretionary placement decisions:

- A. Each participating school district will be permitted to enroll as many as four (4) discretionary students in the JJAEP Co-Op at the same time during the school year. Any district that exceeds four (4) discretionary enrollments at the same time will be billed in accordance with Section 9.1.b. of this Agreement. These students must meet the definitions of Discretionary Category I, II, III or IV students, as set forth by

Section 1.1 of this Agreement.

- B. Discretionary students will not be accepted into the JJAEP in the event that maximum capacity has been reached.
- C. Discretionary students will not be accepted into the JJAEP if the student is seventeen (17) years of age or older, and not under the jurisdiction of the juvenile court.

In the event the JJAEP has reached maximum capacity and a mandatory expulsion student is referred for placement in the JJAEP Co-Op, the JJAEP Manager will immediately identify the school district(s) with the highest number of discretionary student placements and determine which discretionary student from these districts should be dismissed from the JJAEP Co-Op to accommodate the additional mandatory expulsion student. The decision by the JJAEP Manager will be based on the severity of the offense, the circumstances and term of the expulsion, the number of days the student has attended JJAEP, and the student's academic and behavioral progress while at the JJAEP.

In the event the JJAEP has reached maximum capacity and a school district with fewer than four (4) discretionary placements refers a student for placement based on a discretionary offense, the JJAEP Manager will identify any district(s) with more than four (4) discretionary student placements and determine which discretionary student(s) from these districts must be dismissed from the JJAEP to accommodate the referral from the district with fewer than four (4) discretionary placements. The decision by the JJAEP Manager will be based on the severity of the offense, the circumstances and term of the expulsion, the number of days the student has attended JJAEP, and the student's academic and behavioral progress while at the JJAEP.

4.9 A student who is assigned to the JJAEP as a "Discretionary Category II" student for a felony offense under Texas Education Code Sec. 37.0081(a) shall be returned to the student's home ISD upon the first of the following events to occur:

- a. The charges are dismissed or reduced to a misdemeanor offense;
- b. The student is acquitted;
- c. The student completes the term of placement;
- d. The student is assigned to another program; or
- e. The student graduates from high school.

4.10 A student who is assigned to the JJAEP for engaging in serious misbehavior, as defined by and pursuant to Texas Education Code Sec. 37.007(c) will be returned to the sending ISD upon the completion of the semester or, in circumstances when the student is expelled within 6 weeks of the end of a semester, the completion of the following semester, unless otherwise returned earlier by expiration of the term of the expulsion or by other mutual agreement.

SECTION FIVE: SCHOOL LIAISON

5.1 Each ISD shall notify the juvenile court in writing of its designated School Liaison. Each School Liaison shall have authority to offer recommendations to the juvenile court regarding placement alternatives for students under the jurisdiction of the juvenile court, and to bind the School Liaison's respective ISD to any agreement to return a child to the school setting.

5.2 The School Liaison shall assist the juvenile court in obtaining the permission from the parent(s) of each student served by the JJAEP Co-Op to release medical, educational or other appropriate records to the juvenile court and to the JJAEP Co-Op. In the absence of such parental consent, the juvenile court may consider the need for a court order releasing such records, and the School Liaison may provide the juvenile court with such other educational information regarding the child as may be permitted by law.

5.3 The School Liaison shall be responsible for coordinating the ISD's participation on the ISSP transition team, as appropriate.

5.4 As necessary, the School Liaison will consult with representatives of the Participants regarding matters affecting the programs, services, and student population of the JJAEP Co-Op.

SECTION SIX: JJAEP CO-OP FACILITIES AND STAFFING

6.1 The JJAEP Co-Op facilities and staffing will be provided by Travis County and the TCJB. 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 JJAEP Co-Op will be fully operational to the extent of this Agreement no later than the first day of school in each year in which this Agreement continues in force and effect. The JJAEP Co-Op shall operate on the same school calendar as the Austin Independent School District. TCJB shall comply with all state bidding and procurement laws in obtaining facilities and staffing for the JJAEP Co-Op to the extent such are applicable.

SECTION SEVEN: TRANSPORTATION

7.1 Each ISD shall be responsible for providing for the transportation of its students to and from the JJAEP Co-Op facility. Each ISD acknowledges and agrees that the student drop off and pick-up locations will be no further than two (2) miles from the students' residence. Disciplinary incidents occurring during transport on the ISDs' vehicles will be referred to the JJAEP Program Administrator or designee for appropriate disciplinary action.

SECTION EIGHT: RELEASE OF STUDENT AND JUVENILE RECORDS

8.1 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, as provided under Texas Family Code Sec. 58.0051 and 58.0052.

8.2 All student education records 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 JJAEP Co-Op 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 JJAEP Co-Op.

- 8.3 Each ISD shall be responsible for providing the JJAEP the following educational records prior to the student's admission to the JJAEP:
- a. Grades and transcript (current and immediately preceding semester)
 - b. Current student schedule
 - c. Attendance for the immediately preceding semester
 - d. Behavior referrals for the immediately preceding semester
 - e. Student's Texas Unique ID Number (TSDS #)
 - f. PEIMS ID
 - g. Immunization records
 - h. Special Education assessments, if applicable
 - i. Special Education plans, including ARD, IEP, BIP, or 504 information, if applicable
 - j. Manifestation Determination Review documentation, if applicable
 - k. LPAC-ELL documentation, if applicable
 - l. Home language survey
 - m. School lunch eligibility
 - n. Current information related to state-mandated assessments
 - o. Expulsion letter

SECTION NINE: FUNDING FOR JJAEP CO-OP

9.1.a. Daily Rate for Discretionary Category I and III Students - The ISDs will be billed a daily rate not to exceed the daily rate authorized by the Texas Juvenile Justice Department for mandatory expulsion students for each day a "Discretionary Category I" student expelled pursuant to Texas Education Code Sec. 37.007 (b), (c), (f) or (i); or a "discretionary category III" student placed as a publicly Registered Sex Offender pursuant to Texas Education Code Chapter 37,

Subchapter I, is in attendance in the JJAEP Co-Op.

9.1.b. Daily Rate for Discretionary Category II and IV Students - The ISDs will be billed a daily rate based on the actual operational costs, as determined by the TCJB based on the Board's annual audit, for each day a "Discretionary Category II" student expelled for a felony pursuant to Texas Education Code Sec. 37.0081 or a "Discretionary Category IV" student is enrolled in the JJAEP. Audit figures from the most recently finalized audit will be used to set current year actual daily costs. The rate per student per day of enrollment for school year 2024-25 will be set by the TCJB at their duly noticed meeting in August 2024, and notification will be provided to all ISDs under this Agreement.

9.2 Rollover Funds - If any portion of the funds paid by the ISDs hereunder remain unused at the end of the term of this Agreement, such funds shall become rollover funds for the following year and shall be applied to the cost of funding JJAEP Co-Op operational expenses for the subsequent school year(s).

9.3 Maintenance of Depository Account - Travis 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 JJAEP Co-Op. All principal and any interest accruing to the TCJB account from such deposited funds shall be credited to the JJAEP Co-Op and shall be used for the necessary and reasonable expenses of the JJAEP Co-Op and shall not be commingled with the regular operating funds of either the TCJB or Travis County. All rollover funds shall be separately accounted for and used to fund program costs for the subsequent school year.

9.4 Accounting - Travis County shall provide an accounting to the Participants, on an as-requested basis, of the amounts paid to the TCJB in connection with the JJAEP Co-Op, together with supporting documentation.

9.5 Billing - Travis County agrees to establish and coordinate billing arrangements with the ISDs with respect to the ISDs' funding obligations, if any, to the JJAEP Co-Op under this Agreement.

9.6 Audit - At least annually, Travis County shall provide an audited accounting to the other Participants of funds received and paid with respect to the JJAEP Co-Op.

9.7 Budget - The Executive Committee shall provide recommendations to the TCJB on budgetary matters relating to the establishment and operation of the JJAEP Co-Op.

SECTION TEN: SPECIAL SERVICES

10.1 The TCJB shall be responsible for providing any educational and support services that are provided to all students in a general education setting. The referring ISD is responsible for

providing any education and support services beyond the general educational curriculum and general education setting that are required to comply with Section 504 of the Rehabilitation Act of 1973 (“Section 504”), the Americans with Disabilities Act of 1990 (“ADA”), Individuals with Disabilities Education Act (“IDEA”), and Title VI of the Civil Rights Act of 1964. The ISD in which a student resides shall provide and fund any services specified in the Individualized Education Plan (IEP), 504 Plan, and Language Proficiency Assessment Committee (LPAC) Report that fall outside of the general education curriculum or setting to eligible students.

10.2 TCJB and the ISDs shall cooperate in the provision of special services to students placed in the JJAEP Co-Op. However, ultimately, the referring ISD is responsible to ensure that appropriate programs and services, as articulated in a student’s IEP, Behavior Intervention Plan (BIP), 504 Plan, or LPAC Report are provided at the JJAEP continuously and without disruption.

10.3 Any student who commits an offense and has been identified by the ISD as having a disability may be expelled from the ISD only after a duly constituted Admission, Review, and Dismissal (“ARD”) Committee or 504 Committee determines that the alleged offense is not a manifestation of the student’s disability in accordance with applicable state and federal laws. Each ISD shall provide reasonable notice to the administrator of the JJAEP Co-Op of the ISD’s ARD Committee or 504 Committee meetings where placement in the JJAEP Co-Op will be considered or when reviewing or modifying the program of a student who qualifies for special education or 504 services in the JJAEP Co-Op. A copy of the student’s current Special Education or 504 records must be provided to the JJAEP administrator with the notice of the meeting. The JJAEP administrator or designee may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJAEP and the implementation of the student’s IEP, BIP, or 504 Plan. The ISDs shall be responsible for scheduling and sending notices of ARD or 504 meetings during the period of expulsion, and for notifying and inviting JJAEP Co-Op representatives to participate in these meetings. For students receiving services under the Individuals with Disabilities Education Act or Section 504, the ARD Committee or 504 Committee meetings shall satisfy the requirement for the Individual Student Services Plan transition team meetings as otherwise required in Section 12.1 herein.

10.4 If, after placement of a student with disabilities in the JJAEP Co-Op under this Agreement, the administrator of the JJAEP Co-Op has concerns that the student’s educational or behavioral needs cannot be met in the JJAEP Co-Op, 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 or 504 Committee meeting to reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the JJAEP Co-Op. A representative of the JJAEP Co-Op may participate in the ARD Committee or 504 Committee meeting to the extent that the meeting relates to the student’s placement or continued placement in the JJAEP Co-Op.

10.5 If a student assigned to the JJAEP is suspected of having a disability under IDEA criteria, the referring ISD’s Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary. The JJAEP will assist with the completion of necessary

referral documents. Any student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by the referring ISD to the extent that the JJAEP cannot provide the service and the referring ISD is notified of the need to provide the service.

10.6 The JJAEP, in collaboration with the referring ISD, must ensure that a student who is non-English speaking or who speaks English as a second language is provided English Language Learner (ELL) services and instruction appropriate to address his or her needs, as determined by a Language Proficiency Assessment Committee (LPAC). The referring ISD shall be responsible for scheduling and sending notices of LPAC meetings and any related assessments during the period of expulsion. The referring ISD shall provide reasonable written notice to the JJAEP Administrator of any LPAC meetings during the period of expulsion and will allow JJAEP representatives to attend and participate in the meetings. The referring ISDs will provide copies of the most current LPAC determinations to the JJAEP.

SECTION ELEVEN: ADMINISTRATION OF ALL REQUIRED STATE TESTING

11.1 In accordance with Texas Education Code, Section 37.011(d), state mandated assessment instruments shall be administered to all students enrolled in the JJAEP, except where such students are exempted from such testing by an ARD committee or other legal authority. The Participants agree that they will cooperate in the acquisition of testing materials, scheduling, and as otherwise necessary in order to facilitate assessment instrument administration. Prior to scheduled testing dates, the Participants will communicate regarding the most efficient method of obtaining secured testing materials for all students placed in the JJAEP. The JJAEP and ISDs will cooperate in the acquisition of such materials for students in the JJAEP. Each ISD shall provide to the JJAEP Administrator the name of a responsible contact person who shall have responsibility, on behalf of each ISD, for coordination of administration of statewide assessment instruments for that ISD's students enrolled in the JJAEP.

SECTION TWELVE: EXPEDITED MAGISTRATE SYSTEM

12.1 The expeditious hearing of all cases related to the JJAEP Co-Op by the juvenile court is crucial to the spirit and the letter of the Texas Legislature's changes to the Education, Family, and Penal Codes, along with Texas Administrative Code, Chapter 348. The TCJB and juvenile courts will utilize their best efforts to provide a system whereby all juvenile cases related to the Travis County JJAEP can be heard by the juvenile courts as soon as practicable after the student has been expelled from the school setting. Accordingly, the following expedited judicial procedures shall be applied to those cases concerning students expelled from the school setting, pursuant to [Texas Family Code Sec. 52.041](#):

- A. The juvenile courts shall establish a procedure by which the Juvenile Probation Department Intake Unit shall identify students who are eligible for placement in the JJAEP Co-Op and notify the District Attorney when it receives a referral for an offense that may result in placement in the JJAEP Co-Op not later than the next

working day after the referral is received.

- B. The ISDs shall make their best efforts to conduct their expulsion hearings no later than seven (7) 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 School Liaison regarding placement of the student in either the JJAEP Co-Op or a school district program and any other relevant documentation as required by Section 12.1 (D) of this Agreement.
- C. If a student is expelled before a referral to juvenile court is made by law enforcement or any other referring agency, the expulsion order will serve as the initial referral to juvenile court.
- D. The board of the school district or a person designated by the board shall deliver a copy of the order expelling the student and any other information required by [Texas Family Code Sec. 52.04](#) on or before the second working day after the date of the expulsion hearing to the authorized officer of the juvenile court. The referring agency shall provide the following information upon the referral of a child to juvenile court:
 - (1) all information in the possession of the person or agency making the referral pertaining to the identity of the child and the child's address, the name and address of the child's parent, guardian, or custodian, the names and addresses of any witnesses, and the child's present whereabouts;
 - (2) a complete statement of the circumstances of the alleged delinquent conduct or conduct indicating a need for supervision;
 - (3) when applicable, a complete statement of the circumstances of taking the child into custody;
 - (4) when referral is by an officer of a law-enforcement agency, a complete statement of all prior contacts with the child by officers of that law-enforcement agency; and
 - (5) when referral is by a school district, any academic and behavioral records as the district has legal authority to share with the juvenile court, or in the absence of such authority, a written report relating non-confidential information that is relevant to the educational placement of the student.
- E. Within five (5) working days of receipt of an expulsion order by the office or official designated by the juvenile board, a preliminary investigation and determination shall be conducted as required by [Texas Family Code Sec. 53.01](#).

- F. The office or official designated by the juvenile board shall within two (2) working days notify the school district that expelled the student if:
- (1) the student is not a child;
 - (2) no probable cause existed to believe the child engaged in delinquent conduct or conduct indicating the need for supervision;
 - (3) no deferred prosecution or formal court proceedings have been or will be initiated involving the child;
 - (4) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or
 - (5) the child was adjudicated but no disposition was or will be ordered by the court. [Texas Family Code Sec. 52.041\(d\)](#).
- G. No student shall be expelled without written notification by the board of the school district or its designated agent to the juvenile board's designated representative. The notification shall be made not later than two (2) working days following the board's determination that the student is to be expelled. Failure to timely notify the designated representative of the juvenile board 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 board's designated representative is properly made. [Texas Family Code Sec. 52.041\(e\)](#).

SECTION THIRTEEN: ACADEMIC REVIEW AND TRANSITION

13.1 Within a reasonable period of time after admission to the JJAEP Co-Op, 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 TCJB, and shall require parental participation. For students receiving services under IDEA, no ISSP transition team review shall be required under this section.

13.2 The TCJB shall provide to the ISDs a summative evaluation of the performance of all students served by the JJAEP Co-Op on an annual basis. Such evaluation shall reflect the academic performance of students served in the JJAEP Co-Op each year, as well as providing follow-up with former students of the JJAEP Co-Op. The ISDs shall assist the JJAEP Co-Op in developing meaningful performance measurement criteria, and in providing follow-up data for

former JJAEP Co-Op 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.

13.3 The ISSP transition team shall formulate a transition plan, specifying any services to be provided upon return to the regular educational setting, as part of the ISSP for each student. The ISSP transition plan shall be completed prior to the student's completion of the JJAEP Co-Op placement.

SECTION FOURTEEN: TERM OF AGREEMENT

14.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through August 31, 2025. This Agreement shall be automatically renewed for an additional term of one (1) 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 (1) 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.

14.2 Any provision of the preceding Section 14.1 to the contrary notwithstanding, any ISD may withdraw from this Agreement prior to the expiration of the term hereof by written agreement of the TCJB, or for good cause, at any time. Any ISD withdrawing from this Agreement shall be entitled to recover all funds from the Texas Juvenile Justice Department to which it is entitled. No ISD withdrawing from this Agreement shall be entitled to receive any portion of the rollover funds, unless this Agreement is terminated by all Participants hereto in its entirety, or this Agreement is terminated by operation of law. In the event this Agreement is terminated in its entirety, any rollover funds remaining shall be distributed to the ISDs, pro-rata, based upon the number of students served by the ISD residing in Travis County.

14.3 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 FIFTEEN: MISCELLANEOUS

15.1 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 Juvenile Justice Alternative Education Program and JJAEP Co-Op, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

15.2 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.

15.3 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:

In Process

Austin Independent School District:

Mr. Matias Segura, Superintendent of Schools
Austin Independent School District
4000 S. I-H 35 Frontage Road
Austin, Texas 78704
512-414-2412 PHONE 512-414-1486 FAX
e-mail: matias.segura@austinsd.org

Del Valle Independent School District:

Mr. Jonathan Harris, Acting Superintendent of Schools
Del Valle Independent School District
5301 Ross Road, Suite 103
Del Valle, TX 78617
512-386-3010 PHONE 512-386-3015 FAX
e-mail: superintendent@dvisd.net

Eanes Independent School District:

Dr. Jeff Arnett, Superintendent of Schools
Eanes Independent School District
601 Camp Craft Road
Austin, TX 78746
512-732-9001 PHONE 512-732-9005 FAX
e-mail: jarnett@eanesisd.net

Lake Travis Independent School District:

Mr. Paul Norton, Superintendent of Schools
Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, TX 78738
512-533-6020 PHONE 512-533-6001 FAX
e-mail: nortonp@ltsidschools.org

Lago Vista Independent School District:

Mr. Darren Webb, Superintendent of Schools
Lago Vista Independent School District
P.O. Box 4929
Lago Vista, TX 78645-0001
512-267-8300 PHONE 512-267-8304 FAX
e-mail: darren_webb@lagovista.txed.net

Leander Independent School District:

Dr. Bruce Gearing, Superintendent of Schools
Leander Independent School District
P.O. Box 218
Leander, Texas 78646
512-570-0000 PHONE 512-570-0048 FAX
e-mail: superintendent@leanderisd.org

Manor Independent School District:

Dr. Robert Sormani, Superintendent of Schools
Manor Independent School District
P.O. Box 359
Manor, TX 78653
512-278-4002 PHONE 512-278-4017 FAX
e-mail: Robert.Sormani@manorisd.net

Pflugerville Independent School District:

Dr. Quintin Shepherd, Superintendent of Schools
Pflugerville Independent School District
1401 West Pecan Street
Pflugerville, TX 78660-2518
512-594-0000 PHONE 512-594-0011 FAX
e-mail: superintendent@pfisd.net

Round Rock Independent School District:

Dr. Hafedh Azaiez, Superintendent of Schools
Round Rock Independent School District
1311 Round Rock Avenue
Round Rock, Texas 78681
512-464-5022 PHONE 512-464-5055 FAX
e-mail: superintendent_rrisd@roundrockisd.org

Travis County Juvenile Board:

Honorable Maria Cantú Hexsel
53rd District Court
Chair, Travis County Juvenile Board
1700 Guadalupe Street, 8th Floor
Austin, Texas 78701
512- 854-9308 PHONE 512-854-9332 FAX

Travis County:

Honorable Andy Brown, Travis County Judge
700 Lavaca, Suite 2.300
Austin, Texas 78701
512- 854-9555 PHONE 512-854-9535 FAX
with a copy to the Travis County Attorney:
Honorable Delia Garza, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701
512- 854-9415 PHONE 512-854-9316 FAX

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.

15.4 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.

15.5 Integration Clause - This Agreement, including schedules and attachments, contains the entire agreement of the Participants hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Participants. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect. It is acknowledged by the Participants that no officer, agent, employee or representative of Travis County has any authority to change or amend the terms of this Agreement or any attachments to it or to waive any breach of this Agreement unless expressly granted that authority by the Travis County Commissioners Court.

15.6 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.

15.7 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.

15.8 Waiver - No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

15.9 Immunity - Neither Travis County, the TCJB, nor the ISDs waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

15.10 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.

15.11 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.

15.12 Mediation - Any dispute arising under this Agreement may be submitted, upon agreement of the Participants, to non-binding mediation. When mediation is acceptable to the participants in resolving any dispute arising under this Agreement, the Participants agree to use the Dispute Resolution Center of Austin or any other mediator as shall be mutually agreed upon by the Participants, to provide mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless the Participants are satisfied with the result of the mediation, the mediation will not constitute a final binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless the Participants agree, in writing, to waive the confidentiality.

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.

APPROVED:

Signed by:

Judge Maria Cantú Hexsel

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Honorable Maria Cantú Hexsel
Chair, Travis County Juvenile Board

Process

APPROVED:

DocuSigned by:

Andy Brown

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Honorable Andy Brown
Travis County Judge

APPROVED:

DocuSigned by:
Matias Segura
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Austin Independent School District

APPROVED:

Del Valle Independent School District

APPROVED:

DocuSigned by:
Jeff Arnett
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Eanes Independent School District

APPROVED:

DocuSigned by:
Darren Webb
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Lago Vista Independent School District

APPROVED:

Lake Travis Independent School District

APPROVED:

Leander Independent School District

APPROVED:

Manor Independent School District

APPROVED:

Pflugerville Independent School District

APPROVED:

Signed by:
Hafedh Azais
08E2B968446E420...
Round Rock Independent School District

In Progress