

BOARD OF TRUSTEES AGENDA

<input type="checkbox"/>	Workshop	<input checked="" type="checkbox"/>	Regular	<input type="checkbox"/>	Special
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- (A) ☐ **Report Only** ☒ **Recognition**

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) ☒ **Action Item**

Presenter(s): GILBERTO GONZALEZ, SUPERINTENDENT OF SCHOOL

Briefly describe the action required

CONSIDER AND TAKE ACTION TO APPROVE AN AGREEMENT BETWEEN THE MAVERICK COUNTY JUVENILE DEPARTMENT AND THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT FOR CAMPUS JUVENILE PROBATION OFFICERS.

- (C) **Funding source: Identify the source of funds if any are required.**

- (D) **Clarification: Explain any question or issues that might be raised regarding this item.**

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JUAN CARLOS SEGURA
DEPUTY CHIEF

JUVENILE PROBATION DEPARTMENT
MAVERICK, DIMMIT AND ZAVALA COUNTIES
365th JUDICIAL DISTRICT * 293rd JUDICIAL DISTRICT

July 15, 2013

Mr. Gilberto Gonzalez
Superintendent of Schools
Eagle Pass Independent School District

RE: AGREEMENT FOR CAMPUS JUVENILE PROBATION OFFICERS
Fiscal Year 2014

Dear Mr. Gonzalez:

Enclosed you will find *proposed* Agreement for the services of Juvenile Probation Officers for the EPISD for upcoming Fiscal Year/School Year 2014. The amount being requested will continue to be at \$33,000.

Please be advised that this allowance from the EPISD will be used in conjunction with funding from the Texas Juvenile Justice Department, as well as other Local Revenues, to bring about the services of the Juvenile Probation Officers within the Eagle Pass Independent School District.

It is respectfully requested that the Agreement be presented before the Board of Trustees of the EPISD for their consideration. If approved by the School Board and signed by the Board President, please forward "Original Copy" so that it too may be approved and signed the Juvenile Board. Thereafter, a signed copy will be forwarded to you.

If you have any questions, please contact me.

Sincerely,



Bruce Ballou
Chief Probation Officer

STATE OF TEXAS

COUNTY OF MAVERICK

This Agreement is entered into by and between the Eagle Pass Independent School District, hereinafter "EPISD", and the Juvenile Board of Maverick County, hereinafter "Juvenile Board", pursuant to Section 37.013 of the Texas Education Code, as amended.

WHEREAS, the EPISD is desirous of obtaining the services of Juvenile Probation Officers at its High Schools and Junior High Schools campuses; and

WHEREAS, the Juvenile Board has agreed to assign **Four (4) Campus Juvenile Probation Officers** to the EPISD High Schools and Junior High Schools campuses as required by the EPISD; and

WHEREAS, the EPISD has agreed to contribute the sum of money necessary to supplement salary operating costs for these **Four (4) Campus Juvenile Probation Officers** to be assigned to its High Schools and Junior High Schools campuses.

NOW THEREFORE, the parties agree as follow;

ARTICLE I

PURPOSE

- 1.01 The purpose of this Agreement is for the EPISD to obtain additional services from the Juvenile Probation Officers at its Secondary and Elementary school sites by contributing to the Juvenile Board the funds necessary to supplement salary operating costs for these Juvenile Probation Officers.

ARTICLE II

TERM

- 2.01 The term of this Agreement is for Fiscal Year 2014, from September 1, 2013 to August 31, 2014. This contract may be renewed by the EPISD for the 2013 – 2014 fiscal year by given written notice to the Juvenile Board of its intent to extend this contract and fund the budget required for this Agreement, so long as the Texas Juvenile Probation Commission continues the state funding to the Juvenile Board herein.

ARTICLE III

CONSIDERATION

- 3.01 As consideration for the additional services to be rendered by the Juvenile Board hereunder, the

EPISD agrees to contribute the sum of \$33,000.00, to supplement salaries' Fringe Benefits costs for the **Four (4) Campus Juvenile Probation Officers** to be assigned to the EPISD.

- 3.02 The Juvenile Board agrees to assume all other expenses relating to the employment of these **Four (4) Campus Juvenile Probation Officers**.
- 3.03 The sum of \$33,000.00 shall be paid upon the execution of by all parties to this Agreement, and upon invoice by the Juvenile Board, through its Chief Probation Officer, to the EPISD.

ARTICLE IV

SERVICES

- 4.01 The Juvenile Board shall provide to the EPISD, as consideration for these funds, the attendance of **Four (4) Campus Juvenile Probation Officers** at EPISD High Schools and Junior High Schools campuses as required by EPISD.
- 4.02 The parties agree that the supervisory authority over these Juvenile Probation Officers shall be the Juvenile Probation Department of Maverick County, Texas, and that attendance assignment of these Juvenile Probation Officers shall be made through the Juvenile Probation Department and in conjunction with the recommendation of the EPISD Superintendent.
- 4.03 The Juvenile Probation Officers shall handle in-house referrals, make classroom presentations, and work in conjunction with respective campus administrators, counselors, teachers, EPISD Police, and security officers to promote positive behavior modification and compliance with rules and regulations of the EPISD.

ARTICLE V

INDEMNIFICATION

- 5.01 JUVENILE BOARD agrees to indemnify, in so far as it legally may, the EPISD from any and all damages, loss or liability of any kind whatsoever, including attorney's fees, by reason of injury, damage or loss to third persons occasioned by any act, error or omission of the Juvenile Probation Officers, so long as no negligence of the EPISD is a factor in the loss, damage or injury.

ARTICLE VI

LEGAL CONSTRUCTION

- 6.01 In case any one or more of the provisions contained in this Contract for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not effect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VII

ENTIRE AGREEMENT

- 7.01 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statements or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

ARTICLE VIII

GOVERNING LAW

- 8.01 The validity of this Agreement and of any of these terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. This Agreement is performable in Maverick County, Texas.

ARTICLE IX

AMENDMENTS

- 9.01 No amendment, modifications or alterations of the terms hereof shall be binding unless the same be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.


ARTICLE X

ASSIGNMENT

- 10.01 Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Juvenile Board.

EXECUTED this 15 day of July, 2013

Ignacio J. Saucedo
Board President
Eagle Pass Independent School District



Honorable Cynthia L. Muniz
District Judge, 293rd Judicial District
Chairman, Juvenile Board