



Sweeny ISD

Special Meeting

Tuesday, August 28, 2012 6:00 PM

Agenda of Special Meeting

The Board of Trustees Sweeny ISD

A Special Meeting of the Board of Trustees of Sweeny ISD will be held August 28, 2012, beginning at 6:00 PM in the All-Purpose Meeting Room of the Administration Building located at 1310 Elm Street, Sweeny, Texas.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

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5. PUBLIC HEARING: PROPOSED SWEENY ISD BUDGET 2012-2013
and PROPOSED TAX RATE FOR 2012-2013 4
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10. Consider Approval of Interlocal Cooperation Agreement and Memorandum of
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11. Board Vacancy Position # 7 Progress 29
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BOARD OF TRUSTEES
SWEENY INDEPENDENT SCHOOL DISTRICT

DATE: August 28, 2012

SUBJECT: Communications from the Public

BOARD OF TRUSTEES
SWEENEY INDEPENDENT SCHOOL DISTRICT

DATE: August 28, 2012

SUBJECT: Public Hearing on Proposed Sweeny ISD Budget 2012-2013 and
Proposed Tax Rate 2012-2013

BACKGROUND INFORMATION:

After the proposed budget has been prepared, the District shall conduct a public hearing allowing any taxpayer in the district to participate. The budget has been prepared and presented, and the appropriate notices have been published to allow the District to have the public hearing. This year's proposed tax rate does not exceed the effective tax rate. The proposed tax rate of \$1.211700 will raise more taxes for maintenance and operations than last year's tax rate.

The following is a summary of the 2012-2013 revenue and expenditure budgets for the General Fund, Child Nutrition Fund, and Debt Service Fund would be as follows:

Revenues:	General Fund	Child Nutrition Fund	Debt Service Fund
Current-Year Taxes	\$13,362,128	\$0	\$2,381,477
Other Local Revenues	290,400	391,000	10,000
State Revenues	2,351,597	14,473	0
Federal Revenues	200	603,300	0
Total Revenues	\$16,004,325	\$1,008,773	\$2,391,477
Expenditures:			
Operating Costs	\$15,781,188	\$993,780	\$2,649,421
Equalization Costs	934,885	0	0
Total Expenditures	\$16,716,073	\$993,780	\$2,649,421
Reserves:			
Contingencies	\$0	0	0
Fund Balance (Undesignated)	(711,748)	14,993	(257,944)
Total Budget	\$16,004,325	\$1,008,773	\$2,391,477

ITEM ADDRESSED:

In accordance with Board policy CE (Local) the annual hearing shall be conducted as follows:

The Board President shall request at the beginning of the hearing that all persons who desire to speak on the budget give their names to the secretary. Only those who sign in with the secretary shall be heard.

Speakers shall confine their remarks to the appropriate funds as contained in the proposed budget.

No officer or employee of the district shall be required to respond to questions from speakers at the hearing.

BOARD OF TRUSTEES
SWEENY INDEPENDENT SCHOOL DISTRICT

DATE: August 28, 2012

SUBJECT: Consider Final Amendment to 2011-2012 Budget

Background Information:

Chapter 44 of the *Texas Education Code* establishes the legal basis for budget development in school districts. Section 44.006 states, “Public funds of the school district may not be spent in any manner other than as provided for in the budget adopted by the board of trustees, but the board may amend a budget...” All budget amendments, so authorized, must be made prior to the close of a school district’s fiscal year.

Administrative Considerations:

An end-of-year review of the 2011-2012 budget has been completed and the attached final budget amendment has been developed for consideration by the Board. The final budget amendment reflects budget reclassifications necessary to comply with the Texas Education Agency’s *Financial Accounting System Resource Guide*, as well as various realignments in revenue and expenditure accounts to reflect anticipated budget variances.

Budgetary Considerations:

If approved, the 2011-2012 official budget will be amended to reflect the proposed reclassifications and realignments.

Recommendation:

It is recommended the Board approve a final amendment to the 2011-2012 budget, as presented at the August 28, 2012, meeting.

Contact Person: Daniel A. Schaefer, Executive Director of Business & Support Services

SWEENEY INDEPENDENT SCHOOL DISTRICT
 Final Budget Amendment
 2011-2012
 August 28, 2012

GOVERNMENT COMMODITIES

240.00.5923.00.000.1.00	Revenue	(50,000)
240.35.6344.00.905.1.99	Food	50,000

REALIGNMENTS:

General Fund

199.11.6119.XX.XXX.XX.0	Salary - Teachers/Prof	(174,500)
199.12.6129.XX.XXX.XX.0	Salary/Wages Support	15,000
199.13.6399.XX.XXX.XX.0	Supplies	(3,000)
199.13.6499.XX.XXX.XX.0	Other Operating Costs	(3,000)
199.21.6119.XX.XXX.XX.0	Salary - Teachers/Prof	55,000
199.23.6119.XX.XXX.XX.0	Salary - Teachers/Prof	24,000
199.31.6119.XX.XXX.XX.0	Salary - Teachers/Prof	(55,000)
199.33.6119.XX.XXX.XX.0	Salary - Teachers/Prof	9,000
199.34.6129.XX.XXX.XX.0	Salary/Wages Support	(20,000)
199.52.6299.XX.XXX.XX.0	Contracted Services	4,500
199.53.6299.XX.XXX.XX.0	Contracted Services	11,000
199.91.6224.XX.XXX.XX.0	Attendance Credits from State	137,000

BOARD OF TRUSTEES
SWEENY INDEPENDENT SCHOOL DISTRICT

DATE: August 28, 2012

SUBJECT: Consider Adoption of the Sweeny ISD Budget for 2012-2013

Background Information:

Section 44.002 through 44.006 of the *Texas Education Code* establishes the legal basis for budget development in school districts. The Superintendent, as the designated budget officer of the Sweeny Independent School District, is responsible for the preparation of an annual budget by no later than August 20 of each year. A public meeting to discuss the budget and the proposed tax rate must be held by the Board of Trustees prior to the adoption of the expenditure budget.

Administrative Considerations:

Budget updates have been provided since February at each Board meeting and a final preliminary budget update was held on August 14, 2012. The Board has scheduled a public meeting to discuss the proposed 2012-2013 budget and the 2012 tax rate for August 28, 2012, at 6:00 p.m. Following the public meeting, the Board may consider adoption of the 2012-2013 budget.

Budgetary Considerations:

If adopted by the Board, 2012-2013 revenue and expenditure budgets for the General Fund, Child Nutrition Fund, and Debt Service Fund would be as follows:

	General Fund	Child Nutrition Fund	Debt Service Fund
Revenues:			
Current-Year Taxes	\$13,362,128	\$0	\$2,381,477
Other Local Revenues	290,400	391,000	10,000
State Revenues	2,351,597	14,473	0
Federal Revenues	200	603,300	0
Total Revenues	\$16,004,325	\$1,008,773	\$2,391,477
Expenditures:			
Operating Costs	\$15,781,188	\$993,780	\$2,649,421
Equalization Costs	934,885	0	0
Total Expenditures	\$16,716,073	\$993,780	\$2,649,421
Reserves:			
Contingencies	\$0	0	0
Fund Balance (Undesignated)	(711,748)	14,993	(257,944)
Total Budget	\$16,004,325	\$1,008,773	\$2,391,477

Recommendation:

It is recommended the Board adopt the 2012-2013 proposed revenue and expenditure budgets for the General Fund, Child Nutrition Fund, and Debt Service Fund.

Contact Person: Daniel A. Schaefer, Executive Director of Business & Support Services

SWEENEY INDEPENDENT SCHOOL DISTRICT

Revenues, Expenditures and Fund Balance

Adoption All Budgets

2012/2013

	\$1.04 General Fund	Debt Service Fund	Food Service Fund	2012-13 Total For Major Fund Groups	2011-12 Total For Major Fund Groups	2012-13 Amount Per WADA	2011-12 Amount Per WADA
Estimate Beginning Fund Balance	\$ 3,122,903	\$ 1,149,394	\$ 167,667	\$ 4,474,504	\$ 4,601,932	\$ 1,741.73	\$ 1,789.24
199-5700 Property Taxes & Other Local Revenues	\$ 13,554,828	\$ 2,391,477	\$ 391,000	\$ 16,337,305	\$ 16,030,203	\$ 6,359	\$ 6,233
181-5700 Athletic Local Revenues	54,500	-	-	54,500	54,500	\$ 21	\$ 21
190-5700 Employee Health Care Revenues	43,200	-	-	43,200	40,000	\$ 17	\$ 16
199-5800 State Revenues	2,338,684	-	14,473	2,351,157	3,949,070	\$ 915	\$ 1,535
181-5800 State Athletic Program Revenues	14,913	-	-	14,913	10,032	\$ 6	\$ 4
199-5900 Federal Program Revenues	200	-	603,300	603,500	635,000	\$ 235	\$ 247
199-5700 Other Revenues (Transfers In)	-	-	-	-	-	\$ -	\$ -
Total Revenues	\$ 16,004,325	\$ 2,391,477	\$ 1,008,773	\$ 19,404,575	\$ 20,718,805	\$ 7,563	\$ 8,056
						\$ -	\$ -
Instruction:						\$ -	\$ -
199-11 Instruction	\$ 8,535,376	\$ -	\$ -	\$ 8,535,376	\$ 8,552,908	\$ 3,322	\$ 3,325
199-12 Instructional Resources and Media Services	212,777	-	-	212,777	213,466	\$ 83	\$ 83
199-13 Curriculum and Instructional Staff Development	28,324	-	-	28,324	27,532	\$ 11	\$ 11
199-95 Payments to Juvenile Justice Altern. Ed. Program	-	-	-	-	-	\$ -	\$ -
Total - Instructional Expenditures:	\$ 8,776,477	\$ -	\$ -	\$ 8,776,477	\$ 8,793,904	\$ 3,416	\$ 3,419
Instructional Support:							
199-21 Instructional Leadership	\$ 507,064	-	-	\$ 507,064	\$ 467,744	\$ 197	\$ 182
199-23 School Administration	983,504	-	-	983,504	652,499	\$ 383	\$ 254
199-31 Guidance and Counseling Services	597,547	-	-	597,547	610,609	\$ 233	\$ 237
199-33 Health Services	197,556	-	-	197,556	192,809	\$ 77	\$ 75
181-36 Cocurricular/Extracurricular Activities	538,200	-	-	538,200	573,449	\$ 209	\$ 223
199-36 Extracurricular/Cocurricular Activities	114,292	-	-	114,292	116,194	\$ 44	\$ 45
Total - Instructional Support Expenditures	\$ 2,938,163	\$ -	\$ -	\$ 2,938,163	\$ 2,613,304	\$ 1,144	\$ 1,016
Administrative:							
190-41 Employee Health Care	\$ 43,200	-	-	\$ 43,200	\$ 37,443	\$ 17	\$ 15
199-41 General Administration	604,117	-	-	604,117	605,799	\$ 235	\$ 236
Total - Administrative Expenditures	\$ 647,317	\$ -	\$ -	\$ 647,317	\$ 643,242	\$ 252	\$ 250
Operations:							
181-51 Athletic Plant Maintenance and Operations	\$ -	-	-	\$ -	\$ -	\$ -	\$ -
199-51 Plant Maintenance and Operations	1,750,082	-	-	1,750,082	1,843,489	\$ 681	\$ 717
199-52 Security and Monitoring Services	50,297	-	-	50,297	48,268	\$ 20	\$ 19
199-53 Data Processing Services	60,717	-	-	60,717	60,336	\$ 24	\$ 23
199-34 Student (Pupil) Transportation	901,635	-	-	901,635	894,131	\$ 351	\$ 348
240-35 Food Service	-	-	993,780	993,780	928,379	\$ 367	\$ 361
Total - Operation Expenditures	\$ 2,762,731	\$ -	\$ 993,780	\$ 3,756,511	\$ 3,774,601	\$ 1,462	\$ 1,468
All Other Uses of Funds:							
199-61 Community Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
199-71 Debt Service	500	2,649,421	-	2,649,921	2,607,803	\$ 1,031	\$ 1,014
199-91 WADA Purchase Costs	934,885	-	-	934,885	1,727,379	\$ 364	\$ 672
199-93 Shared Services	520,000	-	-	520,000	530,000	\$ 202	\$ 206
199-99 Other Intergovernment Charges	136,000	-	-	136,000	156,000	\$ 53	\$ 61
199-00 Other uses of Funds (Transfer Out)	-	-	-	-	-	\$ -	\$ -
Total - All Other Uses of Funds Expenditures	\$ 1,591,385	\$ 2,649,421	\$ -	\$ 4,240,806	\$ 5,021,182	\$ 1,651	\$ 1,952
Total Expenditures:	\$ 16,716,073	\$ 2,649,421	\$ 993,780	\$ 20,359,274	\$ 20,846,233	\$ 7,925	\$ 8,105
Impact on Fund Balance	\$ (711,748)	\$ (257,944)	\$ 14,993	\$ (954,699)	\$ (127,428)	\$ (372)	\$ (50)
Estimate Ending Fund Balance	\$ 2,411,155	\$ 891,450	\$ 182,660	\$ 3,519,805	\$ 4,474,504	\$ 1,370	\$ 1,740
Estimate Student WADA for 2012-13 =	2,569						
Estimate Student WADA for 2011-12 =	2,572						

BOARD OF TRUSTEES
SWEENEY INDEPENDENT SCHOOL DISTRICT

DATE: August 28, 2012

SUBJECT: Consider Ordinance Setting the 2012 Tax Rate

Background Information:

Chapter 44 of the *Texas Education Code* provides “notice and hearing” requirements to be followed by school districts in connection with holding a public meeting on the budget and proposed tax rate and sets out the items to include in the required budget hearing and proposed tax rate notice. Additionally, Chapter 26 of the *Texas Property Tax Code* requires a school district, before the later of September 30 or the 60th day after the date the certified appraisal roll is received, to adopt a tax rate, by ordinance, at a legally advertised meeting called for that purpose. A school district must adopt a budget before adopting a tax rate. School districts that receive an equalized wealth notice from the Commissioner of Education (“Chapter 41 Districts”) may not adopt a tax rate until the Commissioner certifies that the district has reached its equalized wealth level.

Administrative Considerations:

In accordance with the public notice requirements of Chapter 44, on August 14, 2012, the Board of Trustees legally authorized the district to publish notice of a public meeting to discuss the 2012-2013 budget and the 2012 proposed tax rate. On August 28, 2012, the Board of Trustees will hold a public meeting for that purpose and consider adoption of the 2012-2013 budget. The Commissioner of Education has notified the District that it has reached its equalized wealth level for 2012-2013. Based on the requirements of the *Texas Education Code* and the *Texas Property Tax Code*, and guidelines provided by the Texas Comptroller of Public Accounts and the Texas Education Agency, the Board may now adopt a 2012 tax rate.

The proposed 2012 tax rate of \$1.2117 per \$100, with \$1.0400 per \$100 designated for the purpose of maintenance and operations and \$0.1717 per \$100 designated for the payment of principal and interest on bonded indebtedness, represents the same tax rate from the 2011 adopted rate and is less than the 2012 “Rollback Rate” calculated by the Brazoria County Tax Assessor-Collector.

Budgetary Considerations:

If adopted, the 2012 proposed tax rate of \$1.2117 per \$100 will provide current local tax revenues of approximately \$15,743,605 to fund the 2012-2013 budget compared to \$15,480,503 for the 2011-2012 budget.

Recommendation:

It is recommended the Board adopt the attached ordinance setting the 2012 tax rate at \$1.2117 per \$100, with \$1.0400 per \$100 designated for the purpose of maintenance and operations, and \$0.1717 per \$100 designated for the payment of principal and interest on bonded indebtedness.

Contact Person: Daniel A. Schaefer, Executive Director of Business & Support Services

ORDINANCE SETTING 2012 TAX RATE

August 28, 2012

On this date, we, the Board of Trustees of the Sweeny Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2012 at a total rate of \$1.2117, to be assessed and collected by tax officials designated by the District, as follows:

\$1.0400 for the purpose of maintenance and operation, and

\$0.1717 for the purpose of payment of principal and interest on bonded indebtedness.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 0.35 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.

IN CERTIFICATION THEREOF:

Signed: _____
President

Attest: _____
Secretary

BOARD OF TRUSTEES
SWEENY INDEPENDENT SCHOOL DISTRICT

DATE: August 28, 2012

SUBJECT: Personnel – Employments/Resignations/Retirements

BACKGROUND INFORMATION

The Board of Trustees is required to adequately staff the District with sufficient qualified personnel to carry out the mission of the District.

ITEM ADDRESSED

We recommend that the Board approve the employments of the following professional staff:

NAME:	Esequiel Quiralte Paredes
ASSIGNMENT:	Spanish Teacher, Sweeny Junior High School
MAJOR STUDIES:	Iberoamericana University, Leon, Mexico: 2003-2004 – Diplomado en Gestion Directiva in Management; The University of Cambridge: 1993-1995 – Certification for Overseas Teachers of English; and Coahuila State University, Torreon, Mexico: 1991-1995 – Bachelor of Science in Communications Sciences;
EXPERIENCE:	Escuela “Carlos Pereyra”, Torreon, Mexico: 1998 – 2010 as High School Assistant Principal/Teacher (12 years); Coahuila State University, Torreon, Mexico: 1999 – 1992 as ESL/Spanish Teacher.
CERTIFICATION:	TEA/SBEC Texas Education Certification – Spanish (EC-12)

RECOMMENDED ACTION:

MOTION to approve the employment of Esequiel Quiralte Paredes as a teacher for the 2012-2013 school year subject to assignment as presented and recommended.

BOARD OF TRUSTEES
SWEENY INDEPENDENT SCHOOL DISTRICT

DATE: August 28, 2012

SUBJECT: Interlocal Cooperation Agreement and Memorandum of Understanding for
Brazoria County Juvenile Justice Alternative Education Program 2012-2013

BACKGROUND INFORMATION

This is the 15th year the Sweeny ISD has been a part of the Juvenile Justice Alternative Education Program. This is an education/discipline setting for students who have been expelled from the regular school for serious violations of the student code of conduct.

ITEM ADDRESSED:

Attached is the revised copy (8/20/2012) of the Interlocal Cooperation Agreement and Memorandum of Understanding for Brazoria County Juvenile Justice Alternative Education Program 2012-2013 for your consideration and approval. This edited version was submitted by BCJJAEP. If approved, Superintendent Randy Miksch will sign.

RECOMMENDED ACTION:

Motion to approve the Interlocal Cooperation Agreement and Memorandum of Understanding for Brazoria County Juvenile Justice Alternative Education Program 2012-2013 as presented and recommended.

**INTERLOCAL COOPERATION AGREEMENT
and MEMORANDUM OF UNDERSTANDING for
BRAZORIA COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
2012 - 2013**

This Agreement is entered into by, between and among the COUNTY OF BRAZORIA, the BRAZORIA COUNTY JUVENILE BOARD, and each of the undersigned INDEPENDENT SCHOOL DISTRICTS whose students are subject to placement in the Brazoria County Juvenile Justice Alternative Education Program, namely, Alvin ISD, Angleton ISD, Brazosport ISD, Columbia-Brazoria ISD, Damon ISD, Danbury ISD, Pearland ISD, and Sweeny ISD:

WHEREAS, the County of Brazoria, and each of the school districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act, hereinafter "the Act" codified as Chapter 791 of the Government Code of Texas; and,

WHEREAS, the Act authorizes any local government 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, as amended, requires the development of a "juvenile justice alternative education program" by the juvenile board of a county with a population greater than 125,000 and the Brazoria County Juvenile Board and the eight Independent School Districts have heretofore established such a program; and

WHEREAS, the parties concur that the educational component of the Brazoria County Juvenile Justice Alternative Education Program can be administered most efficiently at a centralized location within County-owned premises utilized by the County's Juvenile Justice Department, and the parties desire to engage an independent contractor to provide the services necessary and desirable for the education of students assigned to the Brazoria County Juvenile Justice Alternative Education 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:

I.

The Brazoria County Juvenile Justice Alternative Education Program [BCJJAEP] shall be subject to a written operating policies and procedures approved by the Brazoria County Juvenile Board in cooperation with the participating independent school districts and submitted to the Texas Juvenile Justice Department for review and comment, the operational terms and conditions of which are set forth as the portion of the "Memorandum of Understanding" comprising Article IX of this Agreement. No additions, deletions, changes or variations to this agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in written form and formally agreed to by the appropriate officers of the participating parties.

II.

Education Provider

2.01. The Angleton Independent School District shall provide administration, staff, curriculum and services of the educational aspects of the Program, thereby serving as a contractor of Brazoria County Juvenile Board, as "Education Provider." (Texas Administrative Code 348.3)

2.02. As such Education Provider shall implement and carry out the educational program in accordance with law, including without limitation the academic and required elements set forth in Texas Education Code 37.011(d) and (h), and with policies promulgated and/or adopted by the Brazoria County Juvenile Board (which shall meet Texas Juvenile Justice Department [TJJD] guidelines) in cooperation with the Superintendents (or their designees) of the participating school districts which shall serve as the BCJJAEP Advisory Board. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within the Angleton Independent School District and/or required by TJPC.

2.03. As Education Provider, Angleton Independent School District shall prepare its educational program budget; which shall be timely reviewed and approved by representatives of all parties prior to commencement of the school year; shall employ and be responsible for educational personnel serving the campus and the Program; shall maintain all educational records applicable to the Program and correspond with assigned students' home districts with

regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services in a disciplinary alternative education program pursuant to the Texas Education Code and regulations of the Texas Education Agency.

2.04. The parties concur that as many as four (4) full time classroom teachers, including one certified in special education, and one paraprofessional may be necessary and advisable for the Program to accommodate the anticipated number of students to be served during the subject school year. Teacher, administrative and paraprofessional payrolls, AISD employee benefits, specialized training, and educational supplies may be included in the educational services budget. Any medical needs shall be the responsibility of Brazoria County, not the Education Provider. The educational services budget may be amended if needs change during the year, with written concurrence of the participating districts, however, nothing herein shall require the Education Provider to amend its budget, staffing or structure involuntarily, nor to incur added expenses without means of reimbursement.

2.05. In consideration of its contract services, the Education Provider shall be paid a base price of **\$265,000.00** for the 2012 - 2013 school year, for an educational program with capacity to accommodate **48** students per day throughout the school year. Upon receipt of monthly statement for such services, Brazoria County on behalf of the Juvenile Board shall remit payment of no less than **\$26,500.00** for ten months, due and payable no later than the 15th of each month, with first payment due October 15 of this year, and all amounts remaining unpaid upon conclusion of the school year shall be paid in full by final payment due by the following July 15. This base price amount (**\$265,000.00**) is to be drawn from the **\$732,553.47** detailed in 4.01 as the "overall cost of the Program, including educational and non-educational services."

2.06. In the event of maximization or over-utilization of the Program necessitating an increase in teaching staff or other unforeseen costs, Education Provider may revise its budget to cover such additional expenditures; and upon approval by the Juvenile Board (TEC 37.0081 [g1]) on behalf of the County, such additional expenditures shall be authorized and the cost thereof be added to the contract price being paid to Education Provider. Conversely, should under-utilization of the Program or other unforeseen conditions present an opportunity for reduction of teaching

staff without diminishing necessary educational service, Education Provider may reduce its teaching staff assigned to the Program, whereupon the contract price to be paid to Education Provider, as well as the per-diem charges to the parties, will be reduced by the net amount of any costs thereby saved.

III.

Non-Educational Services

3.01. The Chief Juvenile Probation Officer, Juvenile Board (TAC 348.3), and the County of Brazoria shall provide staffing of juvenile probation officers, and such non-educational personnel as deemed by the parties to be necessary and desirable for the Program, which may include a school nurse or medic, counselors (if any), motivational facilitators (if any), security personnel and other non-educational staff, and training thereof, and the physical plant, food service and supplies necessary for personal comfort, safety and security of all participants and personnel, and all other matters reasonably related to the BCJJAEP other than education. The County and/or Chief Juvenile Probation Officer shall prepare a budget of operational and maintenance costs for non-educational services anticipated for full usage of the Program during the 2012–2013 school year, which shall be timely reviewed and approved by representatives of all parties prior to commencement of the school year. Financial accounting of income and expenses incurred by the County, including the bookkeeping and monthly invoicing for the entire Program, shall be provided by the County Auditor and regularly shared with the school districts, and may be subjected to audit by the County's annual independent auditor upon request of any party hereto.

3.02. Throughout the Program, physical maintenance, utility expenses, and facility standards in compliance with the Americans with Disabilities Act, as well as nondiscriminatory accommodations necessary to comply with Section 504 of the Rehabilitation Act of 1973, shall all be the responsibility of Brazoria County, not the Education Provider nor any other participating school district.

IV.

Costs and Charges

4.01. For the year **2012 - 2013** school year covered by the Agreement, it is anticipated that the overall cost of the Program, including educational and non-educational services, will be **\$732,553.47** of which at least **\$25,000.00** expected to be funded by food-service grants, and outside subsidies other than state reimbursements for mandatory placements; therefore, for a 180-day per school year with capacity to serve **48** students at any given time, in anticipation of an average **31** students/day (180 days of instruction/year), the average total local cost per student should be no more than **\$100.00** per day.

4.02. . a. It is therefore agreed that participating school districts shall pay to Brazoria County a per diem charge of \$100.00 per operational school day of assignment for each of its students placed in the Program due to *discretionary expulsion* under sole authority of Texas Education code Section 37.007(b),(c),(f), or (i), so long as the student is not the subject of juvenile court assignment or adjudication of a manditorily expellable offense. Discretionary placements for expulsions for "serious misbehavior" committed while placed in the home district's DAEP, per TEC 37.007(c), but only for children under the age of 17 or otherwise within the jurisdiction of juvenile authorities. The student's home district at the initial time of any discretionary placement shall be responsible for payment of all such charges, regardless of any attempt by or on behalf of the student to withdraw or transfer from that district during the assignment, unless and until another participating district actually enrolls the student and expressly accepts responsibility for payment to continue the placement.

b. A school district may elect to place a student in the Program who is required by its board of trustees or designee to attend an alternative education program under Subchapter I of the Education Code; however, this MOU does not provide for mandatory placement of all students to whom said Subchapter I would apply, *i.e.* registered sex offenders as contemplated by TEC 37.309(b). It is understood, desired, acknowledged and agreed by the parties that each school district shall maintain the discretion to place such a student in an appropriate disciplinary alternative education program (DAEP) of that district's choosing, the choice of which DAEP may

include but shall not be limited to the Program of the BCJJAEP. In the event a district elects to place such a student into the Program, the district shall pay to Brazoria County a per-diem charge of \$100.00 per operational school day pursuant to Subparagraph 4.02(a) hereinabove in which to place the student as if due to a discretionary expulsion, in accordance with TEC 37.310.

4.03 Brazoria County and/or the Juvenile Probation Department shall assume all costs of student placements assigned by **court order**, but may recover appropriate reimbursements from the State for serving those students whose criminal conduct subjects them to the mandatory provisions of Texas Education Code as provided in paragraph 4.04.

4.04 a. No costs will be charged to the school districts for students placed in the Program due to **mandatory expulsion** for criminal conduct per TEC 37.007(a), (d), or (e). State funds available through the Texas Juvenile Justice Department to support and defray the costs of educating the mandatory population of expelled students shall be solicited by the Juvenile Probation Department for the County and applied toward expenses of such assignments, including but not limited to any costs of special education services as contemplated at Article V hereinbelow.

In the event of protracted absence or disappearance of an assigned student, per-diem charges will continue to accrue for up to ten consecutive school days, until Brazoria County authorities deem the student an absconder or acknowledge loss of jurisdiction; however, as charges are assessed for each day of assignment, the Juvenile Justice Alternative Education Program staff and juvenile authorities will use their best efforts to enforce the actual attendance of students assigned. If a student is detained in Juvenile Detention, the Brazoria County Juvenile Justice Alternative Education Program will no longer bill for service once the child is temporarily enrolled in Angleton Independent School District as a resident of Juvenile Detention.

b. If after a student is placed in the Program due solely to a district's mandatory expulsion, the TJJD denies payment of state funds for such placement, the home district shall be notified and the parties shall continue to work together to utilize their best efforts to regain the state funding for the placement, so long as it appears in good faith to result from a bone fide and documentable mandatory expulsion pursuant to TEC 37.007(a), (d), or (e), regardless of disposition of criminal charges or juvenile justice. When written notice is received from the TJJD

denying funding for a particular placement, the home school district shall assume responsibility for payment for the entirety of the placement as if the expulsion were discretionary, subject to reimbursement should state funds eventually be forthcoming; and upon receiving such notice of denial of funding by TJJD, or at any time in the event that: (1) the expelled student is not arrested nor referred to juvenile authorities for any offense listed in TEC 37.007(a), (d), or (e), and/or a determination is made that no deferred prosecution or formal court proceedings will be initiated against the student; (2) criminal charges and/or juvenile proceedings against the student result in acquittal or dismissal with prejudice; or (3) regardless of adjudication, no disposition is ordered by the court; the home district shall have the opportunity to review and reconsider the placement and the characterization and term of expulsion in light of such development, and may withdraw the student from the Program without incurring further expense.

4.05. Should additional outside funds (other than County and School District tax dollars) become available to help subsidize the Program, significantly reducing or reimbursing the actual County expenditures and thus lowering the local cost per student below the estimates hereinabove set forth at paragraph 4.01, the per-diem charges under paragraph 4.02 will be reduced and/or reimbursed accordingly.

4.06. "In the event a participating school district sustains an emergency closure and elects to apply for a waiver it shall advise the Program of such application, its progress and of any decision made thereon by the Texas Education Agency. Upon receipt of waiver funding, the district shall pay the per diem charge for any of its students who attended the program during the closure. Each participating district shall appoint and maintain a contact person with whom the Program can communicate during emergency closures."

V.

Special Ed

Beyond maintaining one special-ed teacher on staff, to serve the regular BCJJAEP program, nothing herein shall burden the Education Provider, the County, or any school district with the further expense necessary to address or accommodate any particular needs of special education services required by the Individuals with Disabilities Education Act (IDEA) or other law,

which extraordinary costs shall remain the responsibility of the responsible school district recommending the placement, or in which the student is or was last regularly reenrolled prior to juvenile court order, as the case may be. The Education Provider and the responsible school district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall borne and/or reimbursed by the responsible school district, which shall hold Education Provider harmless for such costs and services. All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate the timely convening of federally-mandated IEP meetings of the appropriate Admission, Review, & Dismissal ("ARD") committee. The responsible school district shall provide the Education Provider or designee of the Brazoria County Juvenile Justice Alternative Education Program with reasonable notice of a scheduled ARD meeting and permit a representative of the Brazoria County Juvenile Justice Alternative Education Program to participate in the meeting to the extent that the meeting relates to the potential placement of a student with disabilities who would be entitled to special education services in the Brazoria County Juvenile Justice Alternative Education Program. Should such compliance be deemed by ARD to be impossible or incompatible with the educational mission of Brazoria County Juvenile Justice Alternative Education Program, the student shall return to the student's home school district for necessary special education services to the extent legally permissible and practicable, unless otherwise agreed by and between the juvenile authorities and that district. The parties shall cooperate reasonably in seeking, obtaining and utilizing state funds (per par.4.04 hereinabove) and/or other subsidies that may be available to defray costs of such special education services. If after placement in the Brazoria County Juvenile Justice Alternative Education Program, the Education Provider and/or BCJJAEP Program coordinator has concerns that the student's educational or behavioral needs cannot be met in the BCJJAEP, the Education Provider or designee shall immediately provide written notice of those concerns to the district from which the student was expelled. The student's ARD committee shall meet to review the placement of the student in the BCJJAEP within five (5) business days or as soon thereafter as possible. The responsible district shall, in accordance with applicable federal law, provide the Education Provider or designee with reasonable notice of the meeting, and a representative of the BCJJAEP

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may participate in the meeting, during which the BCJJAEP may seek a new psychological evaluation from an independent provider at the direction and expense of Chief Juvenile Probation Officer and obtain parental consent as legally required, to determine the appropriateness of the student's placement in the Program prior to a follow-up ARD that will be promptly called to consider the results of such evaluation.

VI.

Educational Accountabilities

For purposes of accountability under Chapter 39 of the Texas Education Code, a student enrolled in the Brazoria County Juvenile Justice Alternative Education Program shall be reported as if the student were enrolled in a Disciplinary Alternative Education Program of the student's home district. The participating home district of each such 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 ADA 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. Students who are not attending shall be withdrawn from Brazoria County Juvenile Justice Alternative Education Program for non-attendance according to the policy of the district to which the student's attendance is attributed, subject to applicable Court Order, if any.

VII.

Annual Scope

Nothing herein shall burden the Education Provider or any other participating school district with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the school year term of this cooperative agreement. The BCJJAEP Program may be submitted to the Texas Juvenile Justice Department for approval pursuant to Section 37.011 of the Education Code, but should additional obligations be deemed required of the County and/or Juvenile Board for this Program to fully qualify under that statute, or regulations thereunder, the parties to this Agreement are under no contractual duty to share such

additional obligations or expand the Program as it relates to non-educational components without mutual consent of all concerned.

The JJAEP Student Code of Conduct shall be adopted by the juvenile board and shall describe and define in writing the JJAEP behavior management system. (TAC 348.18)

VIII.

Indemnification

Only to the extent permitted by the Texas Constitution and other applicable Texas law, but without waiver or expansion of any immunity from liability or limits to exposure established by the Texas Tort Claims Act, each party to this Agreement will indemnify and hold harmless the other parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying party or its officers, employees, or agents.

IX.

Memorandum of Understanding

9.01. The Brazoria County Juvenile Board and each of the participating school districts adopt this Agreement as their Memorandum of Understanding in compliance with the Texas Education Code (TEC Sections 37.010 and 37.011), whereby 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 Juvenile Justice Alternative Education Program as described and allowed under this Memorandum of Understanding and the parties hereby initiate the following operating policy guidelines:

9.02. The daily administration of all aspects of the Juvenile Justice Alternative Education Program other than educational services will be conducted by the Brazoria County Juvenile Probation Department under the direction of Chief Juvenile Probation Officer. The general hours of operation of the Brazoria County Juvenile Justice Alternative Education Program shall be 7:30 a.m. to 3:30 p.m., with extra duties and special programs (e.g. study hall, counseling, discipline

class) provided after 3:30 p.m. as needed throughout the year. No one will be allowed to drop off students prior to 7:30 a.m., as supervision will not be available.

9.03. Students assigned to the Program due to expulsion under the mandatory provisions of TEC 37.007 and/or court order shall generally remain until completing a minimum of 65 successful days, and students who are placed a second or subsequent time into the Program shall generally be required to remain until completing 90 successful days. Students placed by a school district under sole authority of TEC 37.0081 (*e.g. expulsion for nonschool Title 5 offenses, delinquent conduct, etc*) or TEC 37.309 (removal of registered sex offenders) are eligible for conditional assignments of up to 90 days, subject to capacity, but may be withdrawn at any time by the responsible district. The Brazoria County Juvenile Justice Alternative Education Program will conduct regularly scheduled progress reviews and communicate the progress with the sending district

9.04. If a student admitted into the public school of a school district under Section 25.001(b) is expelled from a school for conduct for which expulsion is required under Section 37.007(a), (d), or (e), the juvenile court, the juvenile board, or the juvenile board's designee, as appropriate, shall:

- (1) determine if the student is placed on probation under Section 54.04, Family Code, order the student to attend the Juvenile Justice Alternative Education Program in the county in which the student resides from the date of disposition as a condition of probation, unless the child is placed in a post-adjudication treatment facility;
- (2) determine if the student is placed on deferred prosecution under Section 53.03, Family Code, by the court, prosecutor, or probation department, require the student to immediately attend the Juvenile Justice Alternative Education Program in the county in which the student resides for a period not to exceed six months as a condition of the deferred prosecution; and
- (3) determine the conditions of the deferred prosecution or court-ordered probation, consider the length of the school district's expulsion order for the student; and
- (4) provide timely educational services to the student in the juvenile justice alternative education program in the county in which the student resides, regardless of the student's age or whether the juvenile court has jurisdiction over the student (subject to exclusion of overage students expelled solely for serious misbehavior, as distinguished per Subparagraph 4.02[a]).

9.05. Subject to exception arising under the foregoing provisions and the procedures set forth herein below, generally a student expelled by a school district and referred to juvenile court will be timely and automatically assigned to the Program for the duration of the term of expulsion, whether or not the provisions of Family Code Section 52.041(d) apply.

9.06. A student under juvenile court jurisdiction may be assigned and shall be admitted to the Program without necessity of expulsion, by appropriate court order.

9.07. The parties agree to comply with the following admission and discharge procedures:

1. If placement is initiated by school district expulsion.
 - (a) The school district in which the student is or was last enrolled shall deliver to the Brazoria County Juvenile Probation Department a copy of the order of expulsion and requesting admission into the Program. Such delivery shall be made no later than the second business day after the date a hearing is held pursuant to Texas Education Code Section 37.009, together with any other notice and information required under Texas Education Code Section 37.010 and Family Code Sections 52.04 and 52.041.
 - (b) If the student's offense did not result in an arrest or referral, the probation officer assigned shall obtain a report from the appropriate law enforcement agency, if applicable, and secure a directive to apprehend for the student's immediate detention.
2. If the student is already under court supervision.
 - (a) The probation officer will decide whether to amend the conditions of probation or incorporate the Program as a condition of release from detention.
 - (b) 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.
 - (c) Otherwise, the probation officer will prepare conditions of release and include an order to participate in the Program and the code of conduct.
3. If the student is not under prior court supervision.
 - (a) 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.
 - (b) If a petition is not filed, the probation officer shall include in the child's conditions of release an order to participate in the Program and the code of conduct.

- (c) If a petition is filed, the probation officer shall include with the disposition order an order to participate in the Program and the code of conduct.

4. Admission requirements.

- (a) Upon referral of a student to the JAJEP by a school district, the sending district shall forward to the JJAEP administrator or designee the same records generally required to forward to another school when a student moves from one district to another. **No student shall be admitted into the Program until all of the student's records have been received.** Records that should be provided included without limitation the following:

- > Order of Expulsion
- > Complete Police / Offense Report
- > Immunization records
- > Copy of Birth Certificate
- > Copy of Social Security Card
- > Withdrawal grades, current class schedule
- > Scholastic Achievement Record/Transcript incl. grade classification (imperative for high school)
- > TAKS/TAKS-1, SDAA scores
- > Attendance records
- > Discipline records
- > Special Education Records, incl. Manifestation Determination and most recent IEP and placement ARD
- > Graduation Plan
- > Copy of Free or reduced meal application

- (b) The probation officer will conduct an admission conference with the student and a parent or guardian to review all the Program requirements and answer any questions.

- (c) Brazoria County juvenile personnel will schedule a physical examination for the student through the Brazoria County Juvenile Probation Department. The student may be admitted to the Program prior to completion of the exam, but will not participate in the physical training aspect of the Program until exam results are received. Students with reduced activity ability will be placed on a modified physical training regimen.

- (d) A school district shall not make a discretionary assignment of a severely emotionally-disturbed student for whom one-on-one in-school supervision has been necessary within the past year, unless the school district provides (at the school district's expense) a staff member to supervise that student one-on-one while in the Juvenile Justice Alternative Education Program. Severely emotionally-disturbed students assigned through Court placement or as a result of mandatory expulsion shall be served through the Juvenile Justice Alternative Education Program without such additional obligation of the school district.

- (e) A mentally-retarded student who is found by judicial determination or ARD committee to lack responsibility for the pertinent misconduct, due to a substantial incapacity either to appreciate the wrongfulness of his conduct or to conform his conduct to the requirements of law (per Texas Family Code Section 55.51 or 20 USC 1415), shall not be assigned to the Juvenile Justice Alternative Education Program for such misconduct, but may be subject to proceedings under Family Code Sections 55.52.

5. Discharge requirements.

- (a) At least three working school days prior to the completion of the student's placement in the Program, and no later than five working school days prior to any consideration of recommendation for early release, administrators for both the educational and non-educational services of the Program shall confer and coordinate between themselves and communicate with the student's school district regarding the impending or contemplated return of the student and any services necessary or advisable for successful transition.

9.08. The parent/guardian shall be responsible for ensuring their child arrives on time to the Juvenile Justice Alternative Education Program each morning and for getting their child in the evening at the Juvenile Justice Alternative Education Program. For purposes of the transportation plan required under TEC 37.011(k)(6), an expelled student's school district will coordinate provision of transportation services to the Program site in event of extreme hardship, as determined by the district, that hinders the parent/guardian's involvement. Brazoria County Juvenile Justice Alternative Education Program staff will be available to receive student arrivals at 7:30 a.m. The student shall be picked up at the end of the regular school day or in any event no later than 5:00 p.m. Court assignment to the Brazoria County Juvenile Justice Alternative Education Program for any student may result in a concurrent assignment of a minimum of 5 hours in a parenting class for the assigned student's parent(s) or guardian(s). Such class shall be held at the Brazoria County Juvenile Justice Alternative Education Program site in a manner that will not intermingle any adults with minors nor otherwise violate TJJD or FERPA regulations. Classes will include assistance in dealing with the assigned student's behavior and parent support structures. Parents/Guardians who fail or refuse to comply with parenting class assignment and attendance may be subject to a contempt of court order.

9.09. The parties agree to meet at least once every semester to discuss the progress of the Program and revise applicable Program guidelines to address any additional needs.

X.

Review and Renewal

10.01. This interlocal cooperation agreement and memorandum of understanding for the Brazoria County Juvenile Justice Alternative Education Program shall come under automatic reviews among representatives of all parties during **January** and **March** of each year. The review shall include, but not be limited to, any funding formulas or obligations by the school districts or Brazoria County.

10.02. The term of this Agreement and MOU shall be for the **2012 – 2013** school year only, renewable thereafter on a year-to-year basis by written consent of all parties on or before August 1 of the following year.

This agreement hereby executed as authorized by action of Brazoria County Commissioner’s Court, the Juvenile Board, and the Board of Trustees of each of the undersigned Independent School Districts, by and through their respective officials as subscribed below.

The Honorable E. J. King
County Judge

Date Signed

The Honorable Marc Holder
County Court at Law No. 2
Juvenile Board

Date Signed

Dr. Fred Brent, Superintendent
Alvin Independent School District

Date Signed

Dr. Pat Montgomery, Superintendent
Angleton Independent School District

Date Signed

Dr. Karin Holacka, Superintendent
Brazosport Independent School District

Date Signed

Steven Galloway, Superintendent
Columbia-Brazoria Independent School District

Date Signed

Donald Rhodes, Superintendent
Damon Independent School District

Date Signed

Eric Grimmatt, Superintendent
Danbury Independent School District

Date Signed

Dr. John P. Kelly Superintendent
Pearland Independent School District

Date Signed

Randy Miksch, Superintendent
Sweeny Independent School District

Date Signed

BOARD OF TRUSTEES
SWEENEY INDEPENDENT SCHOOL DISTRICT

DATE: August 28, 2012

SUBJECT: Board Vacancy Position # 7 Progress

The Board of Trustees will discuss progress in Board Appointment on Position # 7 Vacancy.

BOARD OF TRUSTEES
SWEENY INDEPENDENT SCHOOL DISTRICT

DATE: August 28, 2012

SUBJECT: Miscellaneous