



12-13-06P04:49 REF:

919 Washington St.  
Laredo, Texas 78040  
P.O. Box 6237  
Laredo, Texas 78042-6237

Telephone (956) 712-1600  
Facsimile (956) 712-1628

December 13, 2006

*[Via Hand Delivery]*  
Daniel Garcia, Jr., Ph. D.  
LISD Superintendent  
1604 Houston St.  
Laredo, Texas 78040

**Re: Interlocal Agreement and Memorandum of Understanding between the Webb County Juvenile Board and Laredo Independent School District;**

Dear Dr. Garcia:

Enclosed please find a copy of the fully executed Memorandum of Understanding for the JJAEP program between the Webb County Juvenile Board and LISD. I have delivered the original document to Mr. Jesus Amezcua for his records.

Please feel free to contact me if you have any questions or wish to discuss this matter further.

Respectfully,



John A. Kazen  
KAZEN, MEURER & PÉREZ, L.L.P.

JAK/jgr  
Enclosure

cc: *[Via Hand Delivery]*  
Mr. Jesus Amezcua  
LISD Chief Financial Officer  
1702 Houston St.  
Laredo, Texas 78040

*[Via Hand Delivery]*  
Ms. Elsa Arce  
LISD Director of Student Services  
1719 Washington St.  
Laredo, Texas 78040



**OFFICE OF THE COUNTY ATTORNEY**

1110 WASHINGTON ST., SUITE 301  
P.O. BOX 420268  
LAREDO, TEXAS 78042-0268

**Homero Ramirez**  
Webb County Attorney

**Assistant County Attorneys:**

Michael Bukiewicz  
Nathan R. Bratton  
Fortunato Paredes  
Sonya M. Garcia  
Timothy Bland  
Alexandra Colessides-Solis  
Robert Kline  
Christopher S. Coker  
Angelina Calloway

(956) 523-4044  
Telecopier (956) 523-5005

December 11, 2006

John A. Kazen  
Kazen, Meurer & Perez, L.L.P.  
919 Washington St.  
Laredo, Texas 78040

Re: Interlocal Agreement & Memorandum of Understanding;

Mr. Kazen:

Enclosed please find an original fully executed Interlocal Agreement and Memorandum of Understanding between the Webb County Juvenile Board and Laredo Independent School District for your files.

Should you have any questions please contact our office.

Respectfully,

A handwritten signature in cursive script, appearing to read "Fortunato G. Paredes".

Fortunato G. Paredes  
Assistant County Attorney

**INTERLOCAL AGREEMENT AND MEMORANDUM OF  
UNDERSTANDING BETWEEN THE WEBB COUNTY JUVENILE BOARD  
AND LAREDO INDEPENDENT SCHOOL DISTRICT**

**I.  
Background**

Pursuant to changes enacted by the 74<sup>th</sup> and 75<sup>th</sup> Texas legislative sessions, State law requires juvenile boards and independent school districts in counties with populations of 125,000 or more to jointly provide alternative education options for public school students. Texas Education Code §37.008 requires the Laredo Independent School District ("LISD") to establish a district level Alternative Education Program ("AEP"). The Webb County Juvenile Board ("Juvenile Board") must create a Juvenile Justice Alternative Education Program ("JJAEP") in accordance with §37.011 of the Texas Education Code. Unless otherwise stated, all references to section and chapter numbers in this Agreement are to the Texas Education Code. The JJAEP is not allowed by law to require a student or parent or guardian of a student to pay any fee, including an entrance fee, for participation in the program.

**II.  
Purpose**

This Memorandum of Understanding is between LISD and the Juvenile Board and is intended to do the following:

1. Outline the responsibilities of the Juvenile Board concerning the establishment and operation of the JJAEP;
2. Define the amount and conditions of payments from LISD to the Juvenile Board for students of LISD served in the JJAEP whose placement was not made on the basis of an expulsion under §37.007(a), (d), or (e);
3. Identify those categories of conduct that LISD has defined in its Student Code of Conduct as constituting serious or persistent misbehavior for which a student may be placed in the JJAEP;
4. Identify and require a timely placement and specify a term of placement for expelled students for whom LISD has received a notice under §52.041 (d) of the Texas Family Code;
5. Establish services for the transition of expelled students to LISD prior to their completion of the student's placement in the JJAEP;
6. Identify a plan that provides transportation services for students placed in the JJAEP;
7. Establish the circumstances and conditions under which a juvenile may be allowed to remain in the JJAEP once the juvenile is no longer under Juvenile Court jurisdiction;
8. Establish a plan to address Special Education services required by law.

**III.  
Student Eligibility**

**A. MANDATORY PLACEMENT OFFENSES**

Students who have been expelled from school for an offense enumerated under §37.007 (a), (d), or (e) of the Texas Education Code (see Exhibit "A") must, according to State Law, be placed in the Webb County JJAEP.

According to State Law, students who are expelled for offenses under this section of this Memorandum of Understanding ("Section III. A Offenses") must be referred to the Juvenile Probation Department for those offenses. If the police report or complaint does not describe conduct which would rise to the level of a Section III A Offense, the Webb County Juvenile Board may require LISD to provide additional information to support the assignment to Section III. A.

**B. DISCRETIONARY PLACEMENT OFFENSES**

Students who are expelled from LISD while placed in a District-level AEP are eligible for enrollment in the JJAEP, with mutual consent of the Juvenile Board and LISD, if they continue to engage in serious or persistent misbehavior that violates LISD's Student Code of Conduct or other offenses under §37.007 (b), (c), (f) or (i) (see Exhibit "B").

**C. PRE-ADJUDICATION PLACEMENT**

Every expelled student who is not detained or who is not receiving treatment under Court Order must attend the JJAEP pending adjudication and disposition of the offense for which he/she was expelled. Upon proper notification by LISD pursuant to §52.041 of the Texas Family Code, the Juvenile Board's designee shall facilitate the placement of the expelled student in the JJAEP.

**D. PLACEMENT OF DETAINEES FOLLOWING RELEASE**

Students who are expelled and who have been detained at the Juvenile Detention Center shall attend the JJAEP immediately following their release from the Detention Center. The expelled student's Probation Officer shall notify the Board's designee of the expelled student's release from the Detention Center in order to facilitate placement in the JJAEP.

**E. PLACEMENT OF STUDENTS ON EMERGENCY EXPULSION**

Any student who is placed on emergency expulsion pursuant to §37.019 shall be afforded due process rights under §37.009 and shall be placed in the JJAEP.

**F. PERSISTENT MISBEHAVIOR/AEP PLACEMENT**

Subject to Section III. B, above, students who have been removed from the classroom pursuant to §37.006 of the Texas Education Code, who have been placed in the LISD's DAEP, and who have been placed on deferred prosecution, may attend the JJAEP, at the sole discretion of LISD.

G. Subsequent Offenses

Students who are placed at the JJAEP for discretionary or mandatory offenses and who commit subsequent, mandatory or discretionary offenses while placed at the JJAEP are subject to extend placement at the JJAEP based on the commitment of the subsequent offense. In this event, the student's extended placement shall be determined as in the case of any other mandatory placement offense as otherwise described in the MOU. In collaboration with the JJAEP, the LISD Hearing Officer shall conduct a hearing for the subsequent offense.

H. ALL OTHER PLACEMENTS

The parties to this Agreement acknowledge that there may be certain students or populations of students not previously identified in this Agreement who might benefit from placement in the JJAEP. During the term of this Agreement, when such placement is allowed by law and when the parties to this Agreement mutually agree in writing, other students or populations of students who do not otherwise meet the aforementioned eligibility requirements may be placed in the JJAEP.

Students between the ages of 10 and 18 years old who are charged for a felony crime or a Title 5, Penal Code, offense committed off-campus or at a non-school related activity may be referred by the School District Committee pending court disposition.

Students who have not committed an expellable offense but whose personal behavior consistently disrupts the teaching process and can best be served at the JJAEP may be placed at the discretion of LISD.

Students considered as adults under the Texas Penal Code, and Texas Code of Criminal Procedures and/or charged for a crime as an adult, and presently pending adjudication and disposition before any Court in Webb County for a prior offense committed while a juvenile, may be placed in the JJAEP if the District Hearing Officer and the Juvenile Court Judge concur.

Where it is advisable or contemplated that a student may withdraw from a School District, the student may be allowed to attend the Webb County JJAEP. A School District Committee comprised of the Hearing Officer, the Campus Administrator, and the Executive Director of Student Services will, within a five-day school period, ascertain the most appropriate placement for the student.

IV.  
Readmission to LISD

If a student is expelled from an LISD school for committing either a Section III A or a Section III. B Offense, and, prior to the expiration of the term of expulsion, one of the following conditions occurs:

1. The student is acquitted of the offense; or
2. The student is determined by the Juvenile Court system to have committed a lesser offense which does not constitute a Section III. A or Section III. B Offense; or

3. The Webb County Attorney's Office has determined that a petition will not be filed with the Juvenile Court alleging that the student is delinquent or in need of supervision, or has determined that no criminal prosecution will take place based on the facts that formed the basis for the expulsion; or
4. The petition alleging delinquency has been withdrawn, then LISD shall consider readmitting the student. If the student is not readmitted, the student shall either remain in the JJAEP until the end of the expulsion period, or he/she may be removed to the LISD's DAEP, as LISD deems appropriate.
5. Also, the JJAEP staff may assign back to the School District any discretionary-expelled student that has been determined not to function properly in a JJAEP environment.

**V.  
Length of Placement**

**A. MINIMUM LENGTH OF STAY**

The Juvenile Board and LISD have discussed the issue of duration of placement for expelled students, and both parties agree the mandatory expelled students who are placed in the JJAEP should remain in that setting for a minimum of 90 school days in order to derive the maximum benefit from the programs and disciplinary techniques offered at the JJAEP. However, the Juvenile Board understands that there may be exceptions to the 90-day minimum for the discretionary expelled students, and that any decision to shorten the duration of an expulsion for a particular student to a period of time less than 90 school days should be made by LISD designee.

LISD will consider the impact that the issue of timelines will have on returning a student to his or her home campus. Grades, completion of courses and awarding of credits will be of major focus.

In the event of overcrowding, the JJAEP reserves the right to return Discretionary Placement Offenders (as set forth in Section III. B) to his or her home District prior to the term of expulsion.

**B. MAXIMUM LENGTH OF STAY**

Both parties agree that the maximum period of time that a student should be placed in the JJAEP is 180 days.

**VI.  
Special Education**

**A. MANIFESTATION DETERMINATION REQUIREMENT**

A student who commits an offense under §37.006 or §37.007 and who is classified as a student with a disability may be expelled from LISD only after a duly constituted Admission, Review, and Dismissal (ARD) committee determines that the alleged offense is not related to the student's disability, in accordance with §37.004 of the Texas Education Code, the Individuals with Disabilities Education Act (IDEA), §504 of the Rehabilitation Act, and other applicable State and Federal laws. A Juvenile Court, however, may order an adjudicated youth to attend the JJAEP without regard to any determination by an ARD committee, provided that the student's misconduct is not related to the student's disabling condition. For students with disabilities who are adjudicated and placed in the JJAEP by Juvenile Court, LISD's ARD committee shall review

the student's Individual Education Plan (IEP) and determine the appropriate educational services to be provided for the student while in the JJAEP. If a student with a disability is being considered for placement at the JJAEP as a result of an ARD meeting, the JJAEP administrator or designee shall be given reasonable notice of the ARD meeting by LISD so that a JJAEP representative may participate in the deliberations of the committee.

#### B. EDUCATIONAL SERVICES

Students with disabilities who are placed in the JJAEP shall be afforded those educational services determined by a duly constituted ARD committee which are required to allow the student to receive a free and appropriate public education as defined by Federal and State law. Both parties understand that the Webb County area is currently experiencing a shortage of certified special education teachers to serve the public schools students. However, the Juvenile Board agrees to use its best efforts to hire a sufficient number of certified special education teachers to meet the needs of special education students assigned to the JJAEP. LISD further agrees to be financially and logistically responsible for all other educational support services, related and non-educational services for special education students assigned to the JJAEP, as indicated in the ARD and agreed upon the ARD committee.

#### C. REFERRAL FOR TESTING

Any student assigned to the JJAEP who, after a review of all relevant records by representatives of the JJAEP, is suspected to be in need of services under the IDEA or §504 shall be referred to LISD for the assessment/evaluation of eligibility in accordance with applicable Federal and State statutes and regulations. Any student who is assessed for eligibility and who is determined to qualify for services under the IDEA or §504 shall be afforded all required educational services and protections by the school district to the extent that the JJAEP is not able to provide the service and the district is notified of the need to provide the service.

### VII.

#### Transfer Students

If a student who has been expelled from another school district transfers to and enrolls in LISD, LISD shall continue the student's expulsion under the terms of the expulsion order, or may place the student in LISD's DAEP for the period specified by the expulsion order, or may allow the student to return to regular classes without completing the period of expulsion.

### VIII.

#### Responsibilities of the Board

The Juvenile Board shall establish and operate the JJAEP as required by §37.011 of the Texas Education Code and in accordance with applicable State and Federal laws including compliance with Title 37, Chapter 348 of the Texas Administrative Code. It is understood and agreed that LISD shall not be responsible for any aspect of the operation of the JJAEP unless it is expressly provided in this Agreement and Memorandum of Understanding or is otherwise provided for under State or Federal laws or regulations. The Juvenile Board shall provide timely educational services to students in the JJAEP who reside in Webb County regardless of the student's age or whether the juvenile court has jurisdiction over the student. However, the Juvenile Board is not required to provide educational services to a student who is not entitled to admission into LISD under Texas

Education Code 25.001 (b).

- A. The Juvenile Board shall provide one Probation Officer to monitor the discipline and/or conditions of probation of all students at the JJAEP.
- B. Enrollment Information
  - Upon enrollment of an expelled LISD student, the JJAEP will forward to the LISD Student Services Enrollment Liaison Officer the "Webb County JJAEP Entry Form".
- C. Attendance Documentation
  - 1. JJAEP will submit weekly attendance records to the LISD Student Services Enrollment Liaison Officer.
  - 2. The entrance date of an LISD student at the JJAEP will count as attendance for the JJAEP.
  - 3. The withdrawal date of an LISD expelled student will count as an attendance day at the JJAEP. (Students will be withdrawn at the end of the day.)
- D. The Juvenile Board shall employ adequate instructional staff for the provision of instructional service to provide appropriate educational services to students in attendance in the JJAEP.
- E. Accountability
  - 1. The mission of the JJAEP will be to allow students to perform at grade level.
  - 2. The JJAEP shall provide LISD the annual performance evaluation which is based on non-academic and academic performance indicators. Factors that may be considered include, but are not limited to, the recidivism rate of its students, classroom behaviors measured through standardized methodology, total course credits earned, total courses passed, average rate of attendance, and growth in statewide assessment as required under Texas Education Code for students enrolled for a period of more than 90 days.

## IX.

### Responsibilities of LISD

#### A. NOTICE TO THE COUNTY

LISD shall adhere to the expulsion notice requirements outlined in §52.041 (a)-(e) of the Texas Family Code.

#### B. ACCOUNTABILITY

In accordance with Chapter 37 of the Texas Education Code, accountability for students placed in the JJAEP shall remain with LISD.

#### C. TRANSFER OF RECORDS

Upon referral of a student in the JJAEP, LISD shall forward to the JJAEP the same records it is required to forward to any public school in which a student seeks to enroll. Records that should be forwarded to the JJAEP include but are not limited to the following student records:



- The student's current transcript including all achievement test records;
- The student's current year report card;
- Withdrawal form, which shall indicate the list of courses in which the student is currently enrolled and the current earned grade in each course for the current grading cycle
- The student's Texas Assessment of Knowledge and Skills (TAKS) summary sheet;
- The student's individual education plan (IEP), and most recent admission review and dismissal (ARD) documents including minutes;
- The student's behavioral manifestation determination;
- The student's immunization records; and
- The student's current discipline records.
- Police report for each Mandatory expelled student.
- Student's Home Language Survey Form

#### D. LISD'S CONTRIBUTION

LISD shall provide a nurse once a month to the JJAEP for the purpose of reviewing immunization and health screening status for students attending the JJAEP.

LISD shall provide an academic guidance counselor to serve the JJAEP one time per month while the JJAEP is in session. LISD shall also provide one licensed chemical dependency counselor to serve the JJAEP for one time per month when the JJAEP is in session. The home campus counselor shall be available for Special Education ARD Meetings. The special education department will provide part-time services appropriate to the number of students from LISD enrolled.

LISD shall make available staff development services to the JJAEP staff by allowing them to participate in these sessions.

For the benefit and safety of LISD students, LISD shall assign one (1) full time security officer to the JJAEP for the academic school year 2006-2007. LISD may remove the security officer from the JJAEP at anytime during the school year, at the discretion of the District. JJAEP will be given a thirty (30) day notice.

### X.

#### Monitoring Students' Progress

##### A. COMMUNICATION CONCERNING STUDENT PROGRESS

Representatives from LISD and the JJAEP shall communicate regularly on the progress of students placed in the JJAEP to ensure that each student is mastering the essential elements of the JJAEP curriculum.

##### B. PROGRESS TOWARD GRADUATION

For high school students, the Juvenile Board or the Juvenile Board's designee shall regularly review with the parent or guardian of each student the student's academic progress toward meeting high school graduation requirements and shall establish a specific graduation plan for each student, in accordance with §37.011 (d) of the Texas Education Code.

### C. CURRICULUM

The JJAEP shall provide a curriculum which meets the minimum standards provided for the JJAEP by the Texas Education Agency, the Texas Juvenile Probation Commission, and all other laws under the Texas Family Code. A copy of the school curriculum shall be provided to LISD upon request.

### D. TRANSITION SERVICES

The JJAEP shall coordinate with the home campus administrator/designee a written transition plan for entrance into the JJAEP.

Before a student returns to the home campus, the JJAEP shall develop, provide and communicate to the school district a written transition plan that covers the student's exit from the JJAEP. Prior to the completion of the student's respective term, issues such as credits earned at the JJAEP, re-enrollment procedures and review of courses completed to ensure that graduation plans are completed will be discussed.

For students in Special Education, JJAEP will invite the parents/adult student and the home campus administrator and teachers to an Admission/Review/Dismissal Committee meeting to review placement and services to be provided at the home campus.

### E. TRANSFER OF RECORDS

Upon return of a student LISD, the JJAEP is required to forward the following records to the school that the student seeks to enroll:

- The student's entry and exit transition plans
- The student's attendance records
- The student's current discipline records
- The student's current year report card
- Withdrawal form, which shall indicate the list of courses in which the student is currently enrolled and the current earned grade in each course for the current grading cycle
- The student's individual education plan (IEP), and most recent Admission Review and Dismissal (ARD) documents including minutes
- The student's behavioral manifestation determination
- The student's immunization records

### F. REVIEW OF ACADEMIC WORK

A teacher employed by the JJAEP who holds a certificate granted under §21.003 (a) of the Texas Education Code shall review all academic work of the student prior to the student's release from the JJAEP. The teacher shall certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course as assigned by LISD, at the seventieth percentile (70 percent), according to §28.002 of the Texas Education Code. In the event that a teacher employed by the JJAEP certifies that a student has completed the course work in question, such certification shall be accepted by LISD, and all course credits earned by the student while at the JJAEP shall be reflected on the student's District transcript.

[Note: Students who qualify for Special Education services shall have their course certification completed in accordance with their IEP and shall not necessarily be held to the seventieth percentile standard set forth in the preceding paragraph].

#### G. SCHOOL CALENDAR

The Webb County Juvenile Justice Alternative Education Program shall operate on a 180 school day calendar for all students as prescribed by the Texas Juvenile Probation Commission. The JJAEP will follow the same scholastic calendar as established by the Laredo Independent School District for 2006-2007.

### XI.

#### Administration of the State Assessment Test

In accordance with §37.011 (d) of the Texas Education Code, the following responsibilities are assigned for administering the TAKS/ExitTAAS/SDAA/and Reading Proficiency Test in English to students enrolled in the JJAEP:

- 1- The JJAEP Director or Principal shall attend all LISD's yearly TAKS/ExitTAAS/SDAA/and Reading Proficiency Test in English Coordinator training.
- 2- The JJAEP Director or Principal shall be responsible for securing all test materials and completed student forms at least one day before the day on which the TAKS/ExitTAAS/SDAA/and Reading Proficiency Test in English is to be administered from LISD's Director of Testing and Instructional Program Evaluation.
3. The JJAEP Director or Principal shall be responsible for acquiring all non-secured test materials, which shall be made available to students of LISD enrolled in the JJAEP on the day the TAKS/ExitTAAS/SDAA/and Reading Proficiency Test in English is scheduled to be administered.
4. The JJAEP shall be responsible for administering the TAKS/ExitTAAS/SDAA/and Reading Proficiency Test in English to those students enrolled in the JJAEP.
- 5- The JJAEP shall be responsible for following procedures on returning all TAKS/ExitTAAS/SDAA/and Reading Proficiency Test in English secured test materials and also any non-secured materials to LISD Director of Testing and Instructional Program Evaluation.
6. The JJAEP Director or Principal may request TAKS/ExitTAAS/SDAA/and Reading Proficiency Test in English results from LISD within a reasonable period of time so that it can evaluate its instructional program.

## **XII. Funding**

### **A. DAILY RATES**

#### **1. Mandatory Placements**

The parties understand that the Texas Juvenile Probation Department shall pay \$59 per day per student for all LISD students who are placed in the JJAEP for offenses listed in Section III. A of this Agreement (i.e., the Mandatory Placements). This includes students who have committed mandatory offenses and who are still awaiting prosecution, as well as students who have received deferred prosecution or are placed on Court-ordered probation for a mandatory offense.

#### **2. School Lunches**

LISD and the Board agree that breakfast and lunches for all students enrolled in the JJAEP (irrespective of referring District) shall be provided by LISD at no cost to the Webb County Juvenile Board JJAEP. The Juvenile Board shall conduct a salary survey for students.

#### **3. Transportation**

The JJAEP shall provide transportation to and from the JJAEP for all LISD JJAEP students.

#### **4. Discretionary Placement**

For all discretionary placements (i.e., students who are placed for engaging in offenses under §37.007 (b), (c), or (f), as well as those students who have been removed from the classroom pursuant to §37.006 and who LISD believes are in need of services provided by the JJAEP), LISD shall pay to the Board, through the Webb County Auditor's Office, an amount equal to the number of days each student attends the JJAEP, at a daily rate of \$59 for each student.

#### **5. Access to Information**

The Juvenile Board shall allow LISD access to all LISD student records and all financial records related to the JJAEP for audit purposes.

### **B. BILLING**

The Board shall send monthly invoices to LISD, reflecting the amounts owed by LISD for students who are attending the JJAEP. LISD agrees to pay those invoices within 15 working days of receipt of each invoice. In addition, the Juvenile Board will provide six weeks attendance reports.

### **C. PAYMENTS**

LISD will pay the JJAEP two lump sums (September 2006 and January 2007) for discretionary placements of LISD students based on an annual average of discretionary students placed at the JJAEP by LISD. LISD will determine the amount using last years' discretionary placement enrollment of LISD students at JJAEP. Periodic billings submitted under Section XIIB above

will be credited against these payments. A year-end reconciliation comparing the periodic billing and these lump sum payments will be prepared and any balance owed by the District the JJAEP will be paid by the District during its regular accounts payable cycle. Any amount owed by the JJAEP to the District will be paid by JJAEP during its regular payable cycle.

**XIII.  
Compliance Committee**

The Board shall appoint a Compliance Committee to monitor the performance of this agreement. The Compliance Committee shall be comprised of nine members:

1. One representative from Webb Consolidated Independent School District;
2. One representative from Laredo Independent School District;
3. One representative from United Independent School District;
4. The Webb County Judge;
5. The Webb County Court at Law No. 1 Judge;
6. The Webb County Court at Law No. 2 Judge;
7. The Webb County Chief Juvenile Probation Officer;
8. An impartial and disinterested member of the community selected collectively by the Compliance Committee members listed above in Numbers 1-8

The Compliance Committee shall serve in an advisory capacity to the Board, and shall be subject to the Texas Open Meetings Act and Texas Open Records Act where appropriate.

**XIV.  
Arbitration**

The Board and LISD agree that, only upon the request of both parties, issues in dispute pertaining to this Memorandum of Understanding shall be referred to binding arbitration in accordance with §37.011 of the Texas Education Code.

**XV.  
Miscellaneous**

**A. PARTIAL INVALIDITY**

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

**B. TERM OF AGREEMENT**

This Agreement is for a period of twelve (12) months beginning August 1, 2006 and ending July 31, 2006.

**C. INTEGRATION**

This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein. No other agreement, statement, or promise made by or to any employee,

officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms of this Agreement must be in writing and signed by the parties.

#### D. MUTUAL COOPERATION

Consistent with the Texas Education Code and Texas Juvenile Justice Code, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this Memorandum of Understanding.

#### E. INDEMNIFICATION

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that WEBB COUNTY is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding WEBB COUNTY's liability beyond the statutory limits of the Texas Tort Claims Act of under existing law, and furthermore, without waiving WEBB COUNTY's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, shall indemnify and hold harmless LISD and LISD's officers, agents, employees, and assigns from all suits, actions, or other claims of any character brought for or on account of injury to a person or property arising from WEBB COUNTY's own acts of negligence in carrying out its obligations under this agreement.

#### F. IMMUNITY

In accordance with Texas Education Code §37.011 (j) the Board, County and Commissioners Court are immune from liability to the same extent as a School District, and the Boards or County's professional employees and volunteers are immune from liability to the same extent as a school district's professional employees and volunteers.

#### G. LAW OF TEXAS

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.

#### H. NOTICES

All notices, requests, demands and other communications hereunder shall be in writing (including telex or telecopier transmission) and shall be deemed to have been dully given when received if delivered by hand, sent by telex or telecopier transmission or by overnight courier providing delivery confirmation or mailed by first-class, registered or certified mail, return receipt requested, postage and fees pre-paid, and addressed as follows (or to such other address as any party shall designate in a written notice to the other parties hereto):

If to Webb County Juvenile Board:

Hon. Alvino Ben Morales, Judge  
County Court at Law No 1  
1110 Victoria St., Suite 303  
Laredo, Texas 78040

If to LISD:

Dr. Daniel Garcia  
Superintendent  
Laredo Independent School District  
1702 Houston St.  
Laredo, Texas 78040

I. AMENDMENT

No changes to this Agreement shall be made except upon written agreement of both parties.

J. CONFIDENTIALITY

Any confidential information provided to or developed by either party in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior approval of the Board or LISD.

K. HEADINGS

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

L. NO WAIVER

No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any here of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other right, power or privilege.

M. COUNTERPARTS

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

N. TERMINOLOGY AND DEFINITIONS

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

O. RULE OF CONSTRUCTION

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

P. NO WAIVER OF IMMUNITY

Neither Webb County, the Webb County Juvenile Board nor LISD waive or relinquish any immunity or defense on behalf of themselves. Their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

Q. LEGAL COMPLIANCE

The parties hereto 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 district and /or County Juvenile Probation Departments. In the event that any of the parties 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, regulation or rule.


R. PROHIBITION AGAINST ASSIGNMENT

There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

Executed this 6th day of December, 2006.

WEBB COUNTY JUVENILE BOARD

LAREDO INDEPENDENT SCHOOL DISTRICT

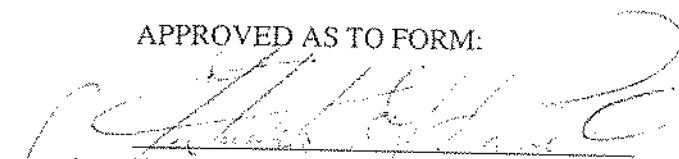
By:   
Hon. Alvaro "Ben" Morales  
Juvenile Board Chairman

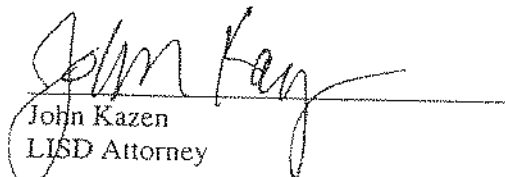
By:   
Dr. Daniel Garcia  
Superintendent

ATTEST:

  
Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

  
Homero Ramirez  
Webb County Attorney

  
John Kazen  
LISD Attorney



## EXHIBIT A

Mandatory Expulsions  
Texas Education Code §37-007 (a), (d), & (e)

### Sec. 37.007. Expulsion for Serious Offenses

- Code §37-007 (a) A student shall be expelled from a school if the student, on a school property or while attending a school-sponsored or school-related activity on or off of school property:
- (1) uses, exhibit, or possesses:
    - (A) a firearm as defined by Section 46.01 (3), Penal Code;
    - (B) an illegal knife as defined by Section 46.01 (6), Penal Code, or by local policy;
    - (C) a club as defined by Section 46.01 (1), Penal Code; or
    - (D) a weapon listed as prohibited weapon under Section 46.05, Penal Code;
  - (2) engages in conduct that contains the elements of the offense of:
    - (A) aggravated assault under Section 22.02, Penal Code, sexual assault under Section 22.011, Penal Code, or aggravated sexual assault under Section 22.021, Penal Code;
    - (B) arson under Section 28.02, Penal Code;
    - (C) murder under Section 19.02, Penal Code, capital murder under Section 19.03, Penal Code, or criminal attempt, under Section 15.01, Penal Code, to commit murder or capital murder;
    - (D) indecency with a child under Section 21.11, Penal Code; or
    - (E) aggravated kidnapping under Section 20.04, Penal Code; or
    - (F) aggravated robbery under Section 29.03, Penal Code;
    - (G) manslaughter under Section 19.04, Penal Code; or
    - (H) criminally negligent homicide under Section 19.05, Penal Code; or

- (3) engages in conduct specified by Section 37.006 (a) (2) (C) or (D), if the conduct is punishable as a felony

§37.007 (d) A student shall be expelled if the student engages in conduct that contains the elements of any offense listed in Subsection (a) , and may be expelled if the student engages in conduct that contains the elements of any offenses listed in Subsection (b)(2)(c), against any employee or volunteer in relation for or as a result of the person's employment or association with a school district, without regard to whether the conduct occurs on or off of school property or while attending a school-sponsored or school-related activity on or off of school property.

§37.007 (e) In accordance with 20 U.S.C. Section 7151, a local educational agency, including a school district, home-rule school district, or open-enrollment charter school, shall expel a student who brings a firearm, as defined by 18 U.S.C. Section 921, to school. The student must be expelled from the student's regular campus for a period of at least one year, except that:

- (1) the superintendent or other chief administrative officer of the school district or of the other local educational agency, as defined by 20 U.S.C. Section 7801, may modify the length of the expulsion in the case of an individual student;
- (2) the district or other local educational agency shall provide educational services to an expelled student in a disciplinary alternative education program as provided by Section 37.008 if the student is younger than 10 years of age on the date of expulsion; and
- (3) the district or other local educational agency may provide educational services to an expelled student who is older than 10 years of age or older in a disciplinary alternative education program as provided in Section 37.008.

NOTE: Subject to Section 37.007 (e), a student who is younger than 10 years of age shall be removed from class and placed in an alternative education program under Section 37.008 if the student engages in conduct described by Section 37.007 (i.e., no student under 10 years of age shall be expelled unless he/she brings a firearm to school). Texas Educational Code §37.006(f)

## EXHIBIT B

### Permissive Expulsions

#### Texas Education Code §37.007 (b), (c), (f) & (i)

§37.007(b) A student may be expelled if the student;

- (1) engages in conduct involving a public school that contains the elements of the offense of false alarm or report under §42.06, Penal Code, or terroristic threat under Section 22.07, Penal Code;
- (2) while on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off of school property:
  - (A) sells, gives, or delivers to another person or possesses, uses, or is under the influence of any amount of:
    - (i) marihuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et seq.;
    - (ii) a dangerous drug, as defined by Chapter 483, Health and Safety Code; or
    - (iii) an alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code;
  - (B) engages in conduct that contains the elements of an offense relating to an abusable volatile chemical under Sections 485.031 through 485.034, Health and Safety Code;
  - (C) engages in conduct that contains the elements of an offense under Section 22.01(a)(1), Penal Code, against a school district employee or a volunteer as defined by Section 22.053; or
  - (D) engages in conduct that contains the elements of the offense of deadly conduct under Section 22.05, Penal Code; or
- (3) subject to Subsection (d), while within 300 feet of school property, as measured from any point on the school's real property boundary line:
  - (A) engages in conduct specified by Subsection (a); or
  - (B) possesses a firearm, as defined by 18 U.S.C. Section 921.
- (4) engages in conduct that contains the elements of any offense listed in subsection (a)(2)(A) or (C) or the offense of aggravated robbery under

section 29.03, Penal Code, against another student, without regard to whether the conduct occurs on or off school property or while attending a school-sponsored or school-related activity on or off of school property.

§37.007(c) A student may be expelled if the student, while placed in an alternative education program for disciplinary reasons, continues to engage in serious or persistent misbehavior that violates the district's student code of conduct.

§37.007(f) A student who engages in conduct that contains the elements of the offense of criminal mischief under Section 28.03, Penal Code, may be expelled at the district's discretion if the conduct is punishable as a felony under that section. The student shall be referred to the authorized officer of the juvenile court regardless of whether the student is expelled.

39.007(i) A student who engages in conduct described by Subsection (a) may be expelled from school by the district in which the student attends school if the student engages in that conduct:

- (1) on school property of another district in this state; or
- (2) while attending a school-sponsored or school related activity of a school in another district in this state.

**Permissive Expulsions/Offenses Committed Off Campus;  
Texas Education Code §37.007(d) & (i)**

37.007 (d) A Student shall be expelled if the student engages in conduct that contains the elements of any offense listed in Subsection (a), and may maybe expelled if the student engages in conduct that contains the elements of any offense listed in Subsection (b)(2)(C), against any volunteer in retaliation for or as a result of the person's employment or association with a school district, without regard to whether the conduct occurs on or off of school property or while attending a school-related activity on or off of school property.

37.007 (i) A student who engages in conduct described by Subsection (a) may be expelled from school by the district in which the student attends school engages in that conduct:

- (3) on school property of another district in this state; or
- (4) while attending a school-sponsored or school related activity of a school in another district in this state.