

# Agenda of Special Meeting

## The Board of Trustees Canutillo ISD

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A Special meeting of the Board of Trustees of Canutillo ISD will be held August 21, 2008, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

1. General Functions
    - A. Call to Order
    - B. Roll Call
  2. Instruction and Student Affairs
    - A. Review and possible approval of the Northwest Early College High School Charter School Application and Contract
  3. Personnel
    - A. NONE
  4. Business and Finance
    - A. 2008~2009 Budget Work Session
    - B. Approval of 2008~2009 Juvenile Justice Alternative Education Program 2  
Interlocal Agreement
    - C. Approval of recommendation for RFP 08-19 Third Party Administration for Workers Compensation Program
    - D. Approval of recommendation for RFQ 08-17 Physical Therapist Services
  5. Administration
    - A. NONE
  6. Adjournment
- 

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

CANUTILLO INDEPENDENT SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT  
POST OFFICE BOX 100  
CANUTILLO, TEXAS

Agenda Item: 4.B. Date: 8/15/08

Subject: Approval of 2008~2009 Juvenile Justice Alternative Education  
Program Interlocal Agreement

Presented By: Pam Padilla, Ed.D. Consent Agenda \_\_\_\_\_

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ACTION

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1. BACKGROUND INFORMATION:

This agreement is approved on a yearly basis. The agreement is for the establishment and operation of El Paso County Juvenile Justice Alternative Education Program through El Paso Independent School District. El Paso ISD will provide slots for placement of students from Canutillo ISD, if needed, into the Juvenile Justice Alternative Education Program.

2. SUPERINTENDENT RECOMMENDATION:

Recommend approval of Interlocal Agreement.

3. BOARD ACTION REQUESTED:

Motion to approve 2008-2009 Juvenile Justice Alternative Education Program Interlocal Agreement as recommended by the Superintendent.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_

**THE STATE OF TEXAS**            )  
  )  
**COUNTY OF EL PASO**            )

**INTERLOCAL AGREEMENT**  
**FOR THE ESTABLISHMENT AND OPERATION OF**  
**EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION**  
**PROGRAMS PURSUANT TO CHAPTER 37 OF THE TEXAS EDUCATION CODE**

This Contract made by and between the El Paso County Juvenile Board, hereinafter referred to as the "Board", the El Paso Independent School District, hereinafter referred to as "EPISD", and other school districts who may join, hereinafter referred to as "District," or collectively as "Districts," WITNESSETH:

**WHEREAS** Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts to increase their efficiency and effectiveness by the consolidation of administrative functions of government; and

**WHEREAS** Texas Education Code, Chapter 37, requires the establishment of a Juvenile Justice Alternative Education Program.

**WHEREAS** such a consolidated effort in the establishment and operation of a Juvenile Justice Alternative Education Program, is beneficial to both the Board, EPISD, and the Districts, as well as the general public; and

**WHEREAS** the Board, EPISD, and the Districts are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS** the Board, EPISD, and the Districts specify that each party paying for the performance of said administrative functions of government shall make those payments from revenues available;

**NOW, THEREFORE**, it is mutually agreed as follows:

**1. PURPOSE OF THE AGREEMENT.** The purpose of this agreement is for the establishment and operation of a Juvenile Justice Alternative Education Program, for students, school districts, and the juvenile board in El Paso County, Texas, pursuant to Chapter 37 of the Texas Education Code. This agreement will serve to combine into one system the operational, programmatic and educational standards for the Juvenile Justice Alternative Education Program required by Education Code, Section 37.011 and Title 37 of the Texas Administrative Code, Chapter 348. (37 TAC § 348)

The following list of expulsions are Mandatory and shall be funded by the El Paso County Juvenile Probation Department by and through the Texas Juvenile Probation Commission.

V.T.C.A. TX. Educ. Code Sec. 37.007(a), (d) and (e).

**2. DUTIES OF EPISD.**

2.1 The District shall ensure that all staff, including temporary, seasonal or substitute employees shall have orientation training provided by a JPD representative prior to having sole contact with students. At a minimum this training shall include:

Texas Administrative Code: Rule §348.4 Personnel Administration

(c) New Employee Orientation. All staff, including temporary, seasonal or substitute employees shall have orientation training prior to having sole contact with students. At a minimum this training shall include:

- (1) safety and security procedures including but not limited to fire drills and the JJAEP's safety disaster plan;
- (2) child abuse reporting;

- (3) incident reports;
- (4) student code of conduct;
- (5) behavior management program;
- (6) transporting students, if applicable;
- (7) crisis intervention;
- (8) distribution of medication, if applicable;
- (9) sexual harassment; and
- (10) physical restraint training, if applicable.

2.1.1 A Criminal Record Check shall be conducted by a JPD representative.

- (1) Prior to employment in the JJAEP, the juvenile board or designee, shall initiate a criminal history check in accordance with the following guidelines on all JJAEP staff that have direct contact with students.
- (2) Continued employment in the JJAEP shall be contingent upon the completion and return of acceptable results of criminal history checks in accordance with the Texas Administrative Code §341.23(a).
- (3) The following criminal history checks shall be conducted:
  - (A) a Texas criminal history background search (Texas Crime Information Center);
  - (B) a local law enforcement sex offender registration records check in the city or county where the applicant resides;
- (4) An internet based criminal background search shall not be used to conduct the background searches under paragraph (3)(A) of this subsection.

2.2 EPISD shall provide a Juvenile Justice Alternative Education Program which will serve students in the following school districts which shall be bound by the terms of this Agreement as evidenced by the signatures of each school district's respective designee: El

Paso Independent School District, Anthony Independent School District and Canutillo Independent School District, which complies with all of the requirements of Chapter 37, Texas Education Code, the State Board of Education, and the Texas Juvenile Probation Commission, including, but not limited to, a curriculum including instruction in English Language Arts, Mathematics, Science, Social Studies and Self-Discipline.

The program shall be operated at least seven hours a day, 180 days a year. EPISD shall also provide a high school equivalency program (GED) and administer assessment instruments under Subchapter B Chapter 39 (TAKS). Each school district shall consider course credit earned by a student, including a student in special education programs, while in the juvenile justice alternative education program as credit earned in that school district.

2.3 EPISD shall provide guidance services to work with an assigned probation officer and the student's parent or guardian to review the student's academic progress and establish a specific graduation plan for the student.

2.4 EPISD shall enable students to perform at grade level while attending the Juvenile Justice Alternative Education Program and is not required to provide a course necessary to fulfill a student's high school graduation requirements other than specified in section 2.2 and 2.3.

2.5 EPISD shall provide educational opportunities to those students statutorily mandated to be expelled pursuant to Sec. 37.007(a), (d) and (e) of the Texas Education Code. EPISD shall provide educational opportunities to those students adjudicated for or convicted of a lesser included offense as a result of a plea bargain or lack of evidence, if the adjudication or conviction is based upon the conduct or incident for which the student was originally expelled pursuant to 1.0 of this Memorandum of Understanding.

2.5.1 EPISD may also provide education opportunities to students who have been expelled on a discretionary basis, at no expense to El Paso County, or the El Paso County Juvenile Board, subject to an agreement between EPISD and the referring school districts.

2.6 EPISD shall provide a copy to the El Paso County Juvenile Probation Department of the order expelling a student pursuant to Section 37.007 of the Texas Education Code along with all information required pursuant to Section 52.041 of the Texas Family Code, no later than the second business day after a hearing is held pursuant to Section 37.009 of the Texas Education Code.

2.7 EPISD shall provide services for the middle school and high school students enrolled in the Juvenile Justice Alternative Education Program School located at the Raymond Telles Academy at 320 S. Campbell Street, El Paso, Texas 79901, to transferred students as agreed by EPISD, the County, and the Districts.

2.7(1) EPISD may elect to provide Middle School services at a separate site as part of this agreement.

2.8 EPISD shall provide slots for the placement of children into the Juvenile Justice Alternative Education Program for students who engaged in conduct resulting in expulsion and court ordered placement under Section 37.007(a), (d) and (e), operated pursuant to this agreement.

2.9 Following the successful completion and termination of court ordered terms and conditions of probation, a student shall be court ordered to return to his / her respective district for transitioning to a Non-Juvenile Justice Alternative Education Program educational setting, subject to the provisions of Section 4.1.8 herein below.

2.10 EPISD shall apply the same rules and provide the same educational opportunities to students assigned to Raymond Telles pursuant to this agreement as are applied and provided to other EPISD students assigned to the aforementioned campus.

2.11 EPISD shall provide lunch for each student assigned to the program pursuant to this agreement.

2.12 EPISD shall serve as fiscal agent for the Juvenile Justice Alternative Education Program operated pursuant to this agreement once the \$79.00 per day per student in actual attendance is transferred from the El Paso County Juvenile Probation Department.

2.13 EPISD shall account separately for the receipt and expenditure of any and all State funds received pursuant to this agreement. EPISD understands that acceptance of funds under this agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. EPISD further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. EPISD will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through EPISD and the requirement to cooperate is included in any subcontract it awards.

2.14 Maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, or Federal government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called the Records.

2.14 (1) Record Retention.

EPISD shall maintain financial and supporting documents, statistical records and any

other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim, or audit involving these records commences before the three year period expires, the EPISD contractor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

2.15 EPISD warrants that EPISD is certified, approved or licensed by all Federal, State or local agencies or department that have jurisdiction to regulate any activity performed by the EPISD.

2.16 EPISD must be familiar with the Texas Family Code §261.101 *Persons Require to Report; Time to Report*. This code deals with reporting child physical or mental health abuse or neglect.

2.17 EPISD shall provide educational services to those students under the Individuals with Disabilities Education Act (IDEA) and § 504 of the Rehabilitation Act of 1973 (§ 504), pursuant to paragraphs 4.3, 4.4.1 and 4.5 below.

2.18 EPISD agrees to complete the Juvenile Justice Alternative Education Program Monthly Attendance Voucher Form (Exhibit "B") as indicated and submit said form to JPD/County on or before the last business day of the reporting month preceding the indicated due date. EPISD agrees that subsequent payments pursuant to this agreement shall be paid based upon the information reported on the Juvenile Justice Alternative Education Program Attendance Form.

2.19 EPISD agrees to complete the Juvenile Justice Alternative Education Program Monthly Activity Report (Exhibit "C") on a monthly basis and submit said form to

JPD/County on or before the first working day following the last business day of each month.

2.20 EPISD agrees to complete the Juvenile Justice Alternative Education Program Student Information Form {Student Personal and Admission Data} (Exhibit "D") for each student admitted into the Juvenile Justice Alternative Education Program upon admission. EPISD agrees to accumulate said admission forms for all students admitted in a given month and submit said forms to JPD/County on a monthly basis on or before the last business day of each month.

2.21 EPISD agrees to complete the Juvenile Justice Alternative Education Program Student Information Form {Student Exit Data} (Exhibit "D") [for each student admitted into the Juvenile Justice Alternative Education Program] upon exit from the Juvenile Justice Alternative Education Program. EPISD agrees to accumulate said exit forms for all students exiting the Juvenile Justice Alternative Education Program in a given month and then submit said forms to JPD/Board on a monthly basis on or before the last business day of each month.

2.22 EPISD agrees that each student shall be tested no more than 10 school days after the student is enrolled into the Juvenile Justice Alternative Education Program. The middle school students admitted into the Raymond Telles Academy shall be tested using the Iowa Test of Basic Skills. The high school students admitted into the Raymond Telles Academy shall be tested using the Iowa Test of Education Development selected by TJPC to measure the student's current tested grade level specifically in the areas of Reading and Mathematics. EPISD to report the results of said testing on the Juvenile Justice Alternative Education Program Student Information Form (Student Admission Data) (Exhibit "D") to be submitted to JPD/Board on a monthly basis.

2.23 EPISD agrees that each student served in the Juvenile Justice Alternative Education Program for a minimum of ninety- (90) days shall be tested upon exit from the Juvenile Justice Alternative Education Program. The middle school students shall be tested using the Iowa Test of Basic Skills. The high school students admitted into the Raymond Telles Academy shall be tested using the Iowa Test of Education Development, selected by TJPC to measure the student's current tested grade level upon exit from the Juvenile Justice Alternative Education Program specifically in the area of Reading and Mathematics. EPISD agrees to report the results of said exit testing on the Juvenile Justice Alternative Education Program Student Information Form {Student Exit Data}(Exhibit "D") to be submitted to JPD/County on a monthly basis.

2.24 EPISD agrees, pursuant to Chapter 261 of the Texas Family Code, to report any and all alleged incidents of child abuse or child neglect brought to the attention of those professionals listed in Chapter 261 to the proper authorities, while a student is served at the JJAEP. EPISD shall also complete the TJPC Incident Report Form (Exhibit "E") and transmit this form along with any applicable documentation via facsimile to: TJPC, ABUSE AND NEGLECT INVESTIGATIONS at (512) 424-6700. Include the LAW ENFORCEMENT AGENCY FAX NUMBER and the GENDER of the alleged victim.

2.25 ELIGIBILITY TO RECEIVE PAYMENT ON STATE CONTRACTS  
Under §231.006, Texas Family Code, the EPISD certifies that the individual(s) entity named in this agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certificate is inaccurate.

### **3. DUTIES OF THE BOARD.**

3.1 The Board shall utilize the state-appropriated funds from the Texas Juvenile Probation Commission funds for the 2008-2009 school year as consideration for EPISD's operation of the Juvenile Justice Alternative Education Program. Said fee will be paid to the attention of EPISD's Chief Business Officer, pursuant to paragraph 3.2 below.

3.2 The Board through available Texas Juvenile Probation Commission (TJPC) funds shall pay a daily rate of \$79.00 per day per student of actual attendance drawn from the funds in 3.1 above, who is expelled pursuant to 4.1.1 through 4.1.3 below and is court ordered to attend the Juvenile Justice Alternative Education Program.

3.3 The Board shall cease payment of the daily rate of \$79.00 per day per student placed in the Juvenile Justice Alternative Education Program pursuant to 4.1.1 through 4.1.4 below upon completion of the earliest following dates:

- A. The earliest of the date of completion of the court ordered terms and conditions, pending adjudication (or deferred prosecution), or
- B. The end date of the expulsion term.

3.4 Any child placed at the Juvenile Justice Alternative Education Program pursuant to deferred prosecution can only be required to attend the Juvenile Justice Alternative Education Program for a period not to exceed six (6) months.

3.5 This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this Agreement. El Paso Independent School District shall have no cause of action against the Board in the event the Board is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to Board.

3.6 SANCTIONS: The Board, through its designee, JPD, shall monitor and evaluate the performances of the EPISD or any subcontractor rendered pursuant to the contract every six months through use of the Private Service contractual monitors and Evaluation Report (Exhibit F). JPD will notify the EPISD in writing of any deficiencies noted during such monitoring and may initiate the withholding, suspension or reduction of payments as appropriate, based upon such monitoring.

1. As determined in the reasonable judgment of the Juvenile Probation Department, failure of EPISD to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the EPISD to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this contract and may result in withholding, suspension or reduction in payments or in immediate termination of this agreement as well as a refund of payments made pursuant to Paragraph 3.2. EPISD may be ineligible to receive future contracts.

**4. DUTIES OF THE DISTRICTS.**

4.1 With respect to each District's students attending the Juvenile Justice Alternative Education Program operated pursuant to this agreement, each District agrees that:

4.1.1 The student must have been expelled by the school district pursuant to a mandatory expulsion offense listed in § 37.007(a), (d), or (e) of the Texas Education Code. The school district expelling a child must provide written notification to JPD of the expulsion not later than 2 days of the decision to expel. Failure to provide such written notice shall result in the child remaining in the district's educational program until proper

notice is given.

4.1.2 The school district must have filed an offense report with the appropriate law enforcement agency regarding the alleged incident made the basis of the expulsion referred to in 4.1.1 above.

4.1.3 The respective law enforcement agency in 4.1.2 above must make a referral to juvenile court as defined in § 51.02(12) of the Texas Family Code.

Additionally, pursuant to Education Code 37.007(a)(1)(B) An illegal knife as defined by Section 46.01(b), Penal Code, or by local policy; the JJAEP will accept referrals based upon the policy and procedures stated below, for those knives not meeting the Penal Code definition of an illegal knife:

- (1) The student must have been expelled by the school district pursuant to its student code of conduct. The school district expelling a child must provide written notification to JPD of the expulsion not later than 2 days of the decision to expel. Failure to provide such written notice shall result in the child remaining in the district's educational program until proper notice is given.
- (2) The alleged behavior **MUST** have occurred on school grounds or at a school-related activity on or off school grounds.
- (3) The school district **MUST** have filed a complete offense report/incident report with the appropriate law enforcement agency (either the EPISD Police Department or El Paso Police Department) regarding the alleged incident for which the student is being expelled.

- (4) The school district must forward to the JJAEP Probation Officer the order of expulsion and the incident report number along with the student's full name, date of birth, date of incident and alleged conduct.

4.1.4 The School District shall transfer each student to the Juvenile Justice Alternative Education Program operated by EPISD so that EPISD will be entitled to receive the \$79.00 per day per student in actual attendance allotment from the State of Texas with respect to each student.

4.1.5 Pursuant to V.T.C.A., Education Code, Section 37.012(b); the aforementioned funds must be expended on the Juvenile Justice Alternative Education Program.

4.1.6 Each School District shall transport each student to Raymond Telles Academy and LaFarelle Middle School at the District's expense.

4.1.7 Each School District shall obtain from each student's parents, guardian, or entity standing in parental relation to the student, the transfer form required by EPISD.

4.1.8 Following the successful completion and termination of court ordered terms and conditions of probation, or deferred prosecution, or the end of the expulsion term, whichever occurs first, funding provided by the Board shall cease at this time. Should the student and his / her respective District desire and the EPISD so agrees, the student, may continue to attend the Juvenile Justice Alternative Education Program through funding provided by his/her District.

4.2 Each school district shall provide a copy to the El Paso County Juvenile Probation Department of the order expelling a District's student pursuant to Section 37.007 of the Texas Education Code along with all information required pursuant to Section 52.04

of the Texas Family Code, no later than the second business day after a hearing is held pursuant to Section 37.009 of the Texas Education Code and Section 4.1.1 of this agreement.

4.3 The placement into the Juvenile Justice Alternative Education Program (JJAEP) of a student with a disability who receives special education services must be made in compliance with the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). A school district may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or §504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or §504 committee determines that the alleged misconduct is not a manifestation of the student's disabilities. After making such a determination, the referring school district's ARD or §504 committee shall determine what services, if any, are necessary to provide a free, appropriate public education. The referring school district shall remain responsible for making available the services, if any, necessary to provide a free, appropriate public education. Such services to provide a free, appropriate public education are the only services that the referring district is obligated to provide. The referring school district may make such services available in conjunction with the Juvenile Justice Alternative Education Program or at a separate time and location, at the discretion of the referring school district. If the referring school district chooses to make such services available in conjunction with the Juvenile Justice Alternative Education Program, the referring district shall cooperate with the Juvenile Justice Alternative Education Program to minimize disruption of the Juvenile Justice Alternative Education Program. Further, the referring district's ARD committee may determine that the education services provided by the EPISD Juvenile Justice Alternative Education Program are sufficient to provide a free, appropriate, public education under the

circumstances of expulsion. If the proposed expulsion is under Section 37.007(a), (d) (mandatory expulsion) or (e), a representative of the Juvenile Justice Alternative Education Program may attend a student's ARD committee meeting as a non-consensus member. In the case of permissive expulsions, the referring School District shall provide to the administrator of the Juvenile Justice Alternative Education Program reasonable notice of the meeting of the student's ARD committee to discuss the student's placement in the JJAEP. The JJAEP representative may participate in the ARD meeting to the extent that the meeting relates to the student's placement in the JJAEP.

4.4 The placement at the JJAEP of a student who is required to register as a sex offender shall have his/her placement reviewed in the following manner:

- (a) At the end of the first semester of a student's placement in the JJAEP, the referring District shall convene a committee to review the student's placement in the JJAEP. This committee must be composed of the following:
  - (1) a classroom teacher from the campus to which the student would be assigned were the student not placed in the JJAEP;
  - (2) the student's probation officer, in the case of a student who does not have a probation officer, a representative of the local juvenile probation department;
  - (3) an instructor from the JJAEP to which the student is assigned;
  - (4) a school district designee selected by the board of trustees;
  - and
  - (5) a counselor employed by the school district.
- (b) The committee by majority vote shall determine and recommend to

the school district board of trustees whether the student should be returned to the regular classroom or remain at the JJAEP.

- (c) If the committee recommends that the student be returned to the regular classroom, the board of trustees shall return the student to the regular classroom unless the board determined that the student's presence in the regular classroom:
  - (1) threatens the safety of other students or teachers;
  - (2) will be detrimental to the educational process; or
  - (3) is not in the best interest of the district's students.
- (d) If the committee recommends that the student remain in the JJAEP, the board of trustees shall continue the student's placement in the JJAEP unless the board determines that the student's presence in the regular classroom:
  - (1) does not threaten the safety of other students or teachers;
  - (2) will not be detrimental to the educational process; and
  - (3) is not contrary to the best interest of the district's students.
- (e) If, after receiving a recommendation under Subsection (b), the school district board of trustees determines that the student should remain in the JJAEP, the board shall before the beginning of each school year convene the committee described by Subsection 4.4(a) to review, in the manner provided by Subsection 4.4(b), 4.4(c), and 4.4(d), the student's placement in the JJAEP.

4.4.1 The review under Section 4.4 above of the placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal committee. The admission, review, and dismissal committee may request that the board of trustees convene a committee described by Section 4.4(a) to assist the admission, review, and dismissal committee in conducting the review.

4.5 If the Juvenile Justice Alternative Education Program suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future, it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statutes and regulations.

4.6 Any student who does not meet the eligibility requirements of this memorandum is not entitled to educational services by the Juvenile Justice Alternative Education Program.

4.7 Each District agrees to allow EPISD to submit a grant for eligible Juvenile Justice Alternative Education Program funds from the state. Priority of funds obtained from the state will be utilized to off-set educational expenses of participating school districts, including El Paso Independent School District and remaining funds may be used for expansion and improvement of the juvenile justice alternative education program.

**5. EFFECTIVE DATE.** This agreement shall become effective on September 1, 2008. The parties agree that the authorized signature of any other District who may join by counterpart, creates a binding offer of such District to participate in the establishment and

operation of the Juvenile Justice Alternative Education Program and shall be effective as to all signatories at such time as it is signed by EPISD.

6. **RENEWAL AND TERMINATION.** This contract shall be in effect until August 31, 2008 and may be renewed thereafter on a year to year basis and remain in effect until terminated by any party upon ninety (90) days written notice. Notice of termination by the Board or any District received by the EPISD shall constitute effective notice of termination as to such party only, and shall be effective at the end of the then current contract year.

7. **NOTICE.** Notice to parties under this contract shall be sent by certified mail, return receipt requested, to those persons identified in Exhibit "A" attached hereto and incorporated herein for all purposes and such persons as may be identified for purposes of notice by Districts which have joined in the agreement by counterpart and may be represented in Exhibit "A".

8. **SEVERABILITY.** If any part of this agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

9. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and any prior understandings, written or oral agreements between them are merged into the agreement.

10. **INSPECTION OF RECORDS.** Upon request by a party, all records of EPISD made and kept pursuant to this agreement are available for inspection at any time mutually convenient to EPISD and the party, subject to the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C.A. § 1232g and V.T.C.A., Government Code Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said services.

**11. EXECUTION.** This agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any District whether or not named above creates the same binding commitment between the parties as if the District had jointly executed this document, if the counterpart is duly executed by the EPISD.

**12. EQUAL EMPLOYMENT POLICIES.** EPISD affirms that it is an equal opportunity employer and does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities.

**13. FAILURE TO PAY.** In addition to any other remedy available at law, in the event that any party to this agreement fails to timely pay amounts due and owing hereunder, EPISD shall have the right to refuse to accept students from that party until said payment is made.

**14. IMMUNITY.** Nothing herein shall waive or reduce the sovereign immunity of the parties hereto, or broaden the limited waiver of immunity provided by the Texas Tort Claims Act and the Texas Education Code, § 37.011(o).

**IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:**

Approved as to content:

**EL PASO COUNTY JUVENILE BOARD**

\_\_\_\_\_  
Mr. Alberto Alvarez Jr., Chief

By \_\_\_\_\_  
Judge Alfredo Chavez  
65th District Court  
Date: \_\_\_\_\_

ATTEST:

**EL PASO INDEPENDENT  
SCHOOL DISTRICT**

\_\_\_\_\_  
Board Secretary

By \_\_\_\_\_  
Mr. David Dodge  
Board President  
Date approved by School Board: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

**ANTHONY INDEPENDENT  
SCHOOL DISTRICT**

\_\_\_\_\_  
Board Secretary

By \_\_\_\_\_  
Heriberto Gomez  
Board President  
Date approved by School Board: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

**CANUTILLO INDEPENDENT  
SCHOOL DISTRICT**

\_\_\_\_\_  
Board Secretary

By \_\_\_\_\_  
Mr. Sergio Coronado  
Board President  
Date approved by School Board: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

PARTIES TO THE AGREEMENT FOR NOTICE PURPOSES PURSUANT TO SECTION 7  
HEREOF:

**The Juvenile Board of El Paso County:** Judge Alfredo Chavez  
65th Family District Court  
500 E. San Antonio  
El Paso, Texas 79901

with copy to: Alberto Alvarez Jr.  
Chief Juvenile Probation Officer  
6400 Delta Drive  
El Paso, Texas 79905

**El Paso Independent School District:** Mr. David Dodge  
School Board President  
P. O. Box 20100  
El Paso, Texas 79998-0100

With copy to: Dr. Lorenzo Garcia  
Superintendent  
P. O. Box 20100  
El Paso, Texas 79998-0100

**Anthony Independent School District:** Mr. Heriberto Gomez  
School Board President  
840 6th Street  
Anthony, Texas 79821

**Canutillo Independent School District:** Mr. Sergio Coronado  
School Board President  
P.O. Box 100  
Canutillo, Texas 79835

**TEXAS JUVENILE PROBATION COMMISSION  
 FY 2008 JJAEP  
 MONTHLY ATTENDANCE VOUCHER**

County Name: _____	Date of Submission: _____
Regular School Year JJAEP will Operate: From _____, 2008 to _____, 2009	
<i>* Actual attendance days should only be counted during the 2008/09 school year and should not exceed the 180 days of require operation.</i>	
Printed Name of Program Administrator: _____	
Signature of Program Administrator: _____	

**Month Ending:** \_\_\_\_\_

Number of Actual Regular Mandated Students\*\* Attendance Days for the Month 0

Total of Actual Mandated Students X \$79.00 \$0.00

**\*\* Mandated Student- may only be counted as a student defined in the Commission's JJAEP Program grant.**

***Corrected Voucher - If the Total Number of Actual Mandated Student Attendance days changes for any of the months, please submit a revised Voucher to reflect those changes for that month.***

**A signed Payment Voucher must be submitted to the Commission by the 10th of the following month for the period payment request.**

**Return this Report to:**  
 Texas Juvenile Probation Commission  
 Director of Education Related Services  
 P. O. Box 13547, Austin, Texas 78711  
 Fax: 512-424-6717

<p><b><i>For Agency Use Only:</i></b>  <b>Amount Paid:</b> _____  <b>Voucher # :</b> _____  <b>Date:</b> _____  <b>By:</b> _____</p>
--





## Instructions:

Please fill in the name of your county, month and year of the report, name of person preparing the report, and contact phone number. Count all students who are in the program during the specified reporting period.

<b>Total number of days in program:</b>	The number of actual operation days during report period.
<b>Total number of actual student attendance days:</b>	Total should account for each day each student is in actual attendance at the JJAEP. Students must be present at least 4 hours to be counted.
<b>Total number of student absences:</b>	Total should account for each day each student is actually not in attendance.
<b>Total number of inactive days:</b>	Total should account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP
<b>Number of students in program at beginning of report period:</b>	The number of students active in the program on the 1st day of the month (should equal the number in program at ending of report period of the previous month).
<b>Number of students added:</b>	The number of students added to the program during the reporting period.
<b>Number of students exited:</b>	The number of students who left the program during the month.
<b>Educational Outcome:</b>	Each student exiting the program during the reporting period should be accounted for in <b>only one</b> of the eligible categories.
<b>Return to home school/term of expulsion expired</b>	Number of students returned to home school because expulsion term expired or if school allows student to return prior to end of expulsion Period.
<b>Return to home school/term of probation expired</b>	Number of students returned to home school district due to expiration of probation order.
<b>Return to home school/term of expulsion and probation expired</b>	Number of students returned to home school due to simultaneous termination of <b>both expulsion and probation.</b>
<b>Completed GED</b>	Number of students tested and passed GED.
<b>Graduated</b>	Number of students completed all necessary requirements to receive a high school diploma.
<b>Left Program Incomplete</b>	Number of students who were terminated from the program due to a probation modification/revocation, out-of-home placement, detention, jailed, absconding (violation of conditions of release from detention or court order), commitment to TYC or TDCJ, or truant or runaway.
<b>Other</b>	Number of students who left program due to out of county move, death, medical reason, or other non-delinquency reason.
<b>ARD Exit</b>	Number of students who were terminated from program due to the JJAEP not being able to meet a special education student needs. (TEC §37.004 (f)).

## Definitions:

**Mandatory Expulsions:** This category of student should only be those student expelled under §37.007 (a),(d),or(e) of the Texas Education Code.

**Discretionary Expulsions:** This category of student should only include students expelled under §37.007 (b),(c),(,f), or (i) of the Texas Education Code.

**Other:** This category should only include non-expelled students. These are students that are typically placed in the JJAEP via a condition of probation or in rare instances voluntarily attend the JJAEP.

# Exhibit "C"



**TEXAS JUVENILE PROBATION COMMISSION**  
**JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**  
**STUDENT INFORMATION FORM**

**STUDENT PERSONAL DATA**

<b>1. First Name</b>	<b>2. Middle Name</b>	<b>3. Last Name</b>	<b>4. Suffix</b>
<b>5. DOB</b>	<b>6. SS#</b>	<b>7. Race</b> <input type="checkbox"/> African-American <input type="checkbox"/> Asian <input type="checkbox"/> White <input type="checkbox"/> Hispanic <input type="checkbox"/> American Indian <input type="checkbox"/> Other	<b>8. Gender</b> <input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Unknown

**STUDENT ADMISSION DATA**

<b>9. County Number</b>	<b>10. PID #</b>	<b>11. Referral #</b>	<b>12. PIEMS Student ID</b>
<b>13. Expulsion Date</b>	<b>14. Campus ID</b>	<b>15. Offense Cite</b>	
<b>16. Entrance Date</b>	<b>17. Grade Level</b>	<b>18. Math</b>	<b>19. Reading</b>
		a. Tested Grade Level :	a. Tested Grade Level:
		b. Standard Score:	b. Standard Score:
<b>20. Special Education</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>21. Special Education Type (Circle all that apply)</b> <input type="checkbox"/> Emotionally Disturbed <input type="checkbox"/> Learning Disabled <input type="checkbox"/> Physical Disability <input type="checkbox"/> Mentally Retarded <input type="checkbox"/> Other		

**STUDENT EXIT DATA**

<b>22. Exit Date</b>	<b>23. Juvenile Court Disposition (Choose only 1)</b> <input type="checkbox"/> Prosecution Refused <input type="checkbox"/> Adjudicated-Placed on Probation <input type="checkbox"/> Adult – Non-Applicable <input type="checkbox"/> Court Found Not Guilty <input type="checkbox"/> Pending <input type="checkbox"/> Not Applicable <input type="checkbox"/> Supervisory Caution <input type="checkbox"/> Dismissed by Court <input type="checkbox"/> Deferred Prosecution		
<b>24. Math</b>	<b>25. Reading</b>	<b>26. Expulsion Expired</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>27. Probation Expired</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
a. Tested Grade Level:	a. Tested Grade Level:		
b. Standard Score:	b. Standard Score:		
<b>28. Total Days Attended</b>		<b>29. Total Days Absent</b>	
<b>30. Exit Reason (Choose only 1)</b> <input type="checkbox"/> Completed GED ( <i>GED</i> ) <input type="checkbox"/> Completed program/term of <u>expulsion and probation expired</u> ( <i>RTRS</i> ) <input type="checkbox"/> Graduated ( <i>GRAD</i> ) <input type="checkbox"/> Other ( <i>OTHR</i> ) <input type="checkbox"/> Completed program/term of expulsion expired ( <i>EXPX</i> ) <input type="checkbox"/> Left Program Incomplete ( <i>INCO</i> ) <input type="checkbox"/> Completed program/term of probation expired ( <i>PRBX</i> ) <input type="checkbox"/> ARD exit/ Special ed. needs could not be meet in JJAEP ( <i>ARD</i> )			

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**Exhibit "D"**

# INSTRUCTIONS FOR STUDENT INFORMATION FORM

1. **First Name** Indicate student's first name.
2. **Middle Name** Indicate student's middle name.
3. **Last Name** Indicate student's last name.
4. **Suffix** Indicate the child's name suffix (i.e. Jr. III)
5. **DOB** Indicate student's date of birth.
6. **SS#** Indicate student's social security number.
7. **Race** Indicate student's race.
8. **Gender** Indicate whether the student is male or female.
9. **County Number** Indicate county number.
10. **PID #** Juvenile department tracking number (Caseworker number).
11. **Referral #** Juvenile probation referral number that coincides with the offense for which the juvenile entered the JJAEP.
12. **PIEMS Student ID** Unique number used to identify the student in the (TEA) PIEMS system.
13. **Expulsion Date** Date which a school district officially expelled a student.
14. **Campus ID** Nine digit campus number assigned a school district by TEA. Number should be the campus *from which a student was expelled*.

15. **Offense Cite** List whether the offense cite as listed in the Education Code was:

37.007(a)(1)(A) - Firearm	37.007(b)(1) - False Alarm/Terroristic Threat
37.007(a)(1)(B) - Illegal Knife	37.007(b)(2)(A1) - Mis Marihuana, Mis Cont Sub
37.007(a)(1)(C) - Club	37.007(b)(2)(A2) - Mis Dang Drug
37.007(a)(1)(D) - Prohibited Weapon	37.007(b)(2)(A3) - Mis Alcohol
37.007(a)(2)(A) - Agg Asslt, Agg Sex Asslt, Sex Asslt	37.007(b)(2)(B) - Glue, Aerosol Paint
37.007(a)(2)(B) - Arson	37.007(b)(2)(C) - Asslt on School Employee
37.007(a)(2)(C) - Murder, Capital Murder, Att Murder	37.007(b)(2)(D) - Deadly Conduct
37.007(a)(2)(D) - Indecency with a Child	37.007(b)(3) - Non-Schl; Student/Student
37.007(a)(2)(E) - Aggravated Kidnapping	37.007(b)(4) - 300ft. Rule Mandatory Offense
37.007(a)(2)(F) - Aggravated Robbery	37.007(c) - Ser/Pers Misconduct
37.007(a)(2)(G) - Manslaughter	37.007(d) - Retaliation
37.007(a)(2)(H) - Criminally Negligent Homicide	37.007(e) - Fed Firearm
37.007(a)(3) - Felony Drug	37.007(f) - Fed Criminal Mischief

Select appropriate offense for which the student was officially expelled or other reason that student was placed in the JJAEP (i.e. Probation Placement/Court Order or Voluntary School Placement).

16. **Entrance Date** Date of student's first attendance day in the JJAEP.
17. **Grade Level** Grade student currently is enrolled.
18. **Math**
  - a. Grade Level - Number should reflect the student's tested entrance level in math (i.e. 3.6).
  - b. Standard Score - Number should reflect the student's tested standardized score.
19. **Reading**
  - a. Grade Level - Number should reflect the student's tested entrance level in reading (i.e. 3.6).
  - b. Standard Score - Number should reflect the student's tested standardized score.
20. **Special Education** Indicate if the student has been diagnosed as a special education student.
21. **Special Education Type** If student has been diagnosed as needing special education, check all that apply.
22. **Exit Date** Student's last date of attendance in the JJAEP.
23. **Juvenile Court Disposition** Indicate the juvenile court disposition pertinent to the student from list.
24. **Math**
  - a. Grade Level - Number should reflect the student's tested exit level in math (i.e. 4.6).
  - b. Standard Score - Number should reflect the students tested standardized score.
25. **Reading**
  - a. Grade Level - Number should reflect the student's tested exit level in reading (i.e. 4.6).
  - b. Standard Score - Number should reflect the student's tested standardized score.
26. **Expulsion Expired** Indicate upon exit if student's term of expulsion had expired.
27. **Probation Expired** Indicate upon exit if student's term of probation had expired.
28. **Total Days Attended** Total number of full days student was in attendance at JJAEP.
29. **Total Days Absent** Total number of days student was absent while enrolled in the JJAEP.
30. **Exit Reason** Student exiting program should be accounted for in only **ONE** eligible category from list.

## Exhibit "D"



TEXAS JUVENILE PROBATION COMMISSION
INCIDENT REPORT FORM

In accordance with Chapter 261 of the Texas Family Code and Part 11 Title 37 Texas Administrative Code all allegations of abuse, neglect and exploitation alleged to have occurred in a department, program or facility under the jurisdiction of the juvenile board shall be reported to the Commission and law enforcement within 24 hours of the first person having knowledge. Please complete this form in its entirety and fax it along with any applicable documentation to: Texas Juvenile Probation Commission, Abuse & Neglect Investigations, at (512) 424-6716. If you have any questions, please contact the TJPC at (512) 424-6700.

Completed By: Title: Telephone: Fax: Date: Date Incident Occurred: Time Incident Occurred: Date Law Enforcement Notified: Time Law Enforcement Notified: Name of Law Enforcement Agency Notified: Incident Number: Name of Law Enforcement Contact Person: Title: Phone: Fax:

INCIDENT (Check All That Apply)

Death - Non Suicide - Report Within 24 Hours Attempted Suicide - Report Within 24 Hours Abuse - Report Within 24 Hours Restraint Related? Yes No If yes, what type? Mechanical Physical Chemical Serious Injury - Report Within 24 Hours Restraint Related? Yes No If yes, what type? Mechanical Physical Chemical Neglect - Report Within 24 Hours Youth on Youth - Physical - Report Within 24 Hours Exploitation - Report Within 24 Hours Youth on Youth - Sexual- Report Within 24 Hours Suicide - Report Within 24 Hours Escape - Report Within 24 Hours

DEPARTMENT / FACILITY RELATED INFORMATION

Department / Facility: County: Operated By: Private Public Program Type: Pre-Adjudication (Detention) Probation JJAEP Day Reporting Program Post-Adjudication (Secure) Post-Adjudication (Non-Secure) Department / Facility Address: City: State: Zip: Chief / Facility Administrator: Phone: Fax:

ALLEGED VICTIM INFORMATION

Juvenile's Name: SS#: Age: DOB: Gender: Race: PID#: Current Location of Victim: Facility Residence Other Current Address of Victim: Placing County: Has county probation officer been notified? Yes No Is victim a TYC youth? Yes No TYC#:

ALLEGED PERPETRATOR/INVOLVED STAFF INFORMATION

Name: Title: Gender: DOB: Employment Status: Suspended Re-assigned Terminated Resigned Has the alleged perpetrator been involved with any prior allegations? Yes No





# Texas Juvenile Probation Commission

## Private Service Provider Contractual Monitoring and Evaluation Report<sup>1</sup>

### NON-RESIDENTIAL PRODUCTS AND SERVICES

#### GENERAL INFORMATION

Name of Juvenile Probation Department		County
Name of Person Completing Report	Title of Person Completing Report	
Name of Persons Contributing to Report		Date Completed

#### PROVIDER INFORMATION

Name of Private Non-Residential Service Provider		Applicable Dates of Contract	
Mailing Address of Service Provider		City, State	Zip Code
Phone Number (000-000-0000)	Fax Number (000-000-0000)	E-Mail Address:	
Description and Frequency of Contracted Service		Type of Non-Residential Service: <input type="checkbox"/> Counseling Services <input type="checkbox"/> Psychological Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Products or Services <input type="checkbox"/> Programs <input type="checkbox"/> Supervision Services <input type="checkbox"/> Other	

The Texas Juvenile Probation Commission's State Financial Assistance Contract requires that private service providers that are paid in whole or part with state funds shall be monitored at least twice during the fiscal year for programmatic and financial compliance. Use Pages 2-5 of this document to record the contractual requirements placed on the service provider and the results of your semi-annual or applicable periodic monitoring of the performance of the service provider. Please complete the Evaluation Section below at least annually for all private service provider contracts to monitor the service provider's compliance with contractual programmatic and financial requirements. Please refer to the Commission's *Private Service Provider Contract Requirements Summary [TJPC-FIS-32-04]* for additional information on which service provider services require written contracts, performance measures and accountability provisions.

Overall Review of Service Provider Performance	Satisfactory	Unsatisfactory*
<b>Section I.</b> Performance of Contract Goals, Outputs and Outcomes (see Page 2)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section II.</b> Compliance with Applicable General Legal Requirements (see Page 3)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section III.</b> Compliance with Accounting, Reporting and Auditing Requirements applicable to state funds received under the contract. (See Page 4)	<input type="checkbox"/>	<input type="checkbox"/>
Overall Performance and Compliance of Service Provider for this Review Period	<input type="checkbox"/>	<input type="checkbox"/>
Is Service Provider Eligible for Contract Renewal? Yes* <input type="checkbox"/> No <input type="checkbox"/>		

\* If a private service provider is eligible for contract renewal but has any "Unsatisfactory" ratings, please attach documentation explaining this inconsistency.

## Exhibit "F"

<sup>1</sup> This form is provided by the Commission as a sample document that may be used in a comprehensive service provider monitoring program. This form is not required; however, adequate and complete written documentation must exist to evidence and detail the service provider monitoring performed by the juvenile probation department on at least a semi-annual basis. That documentation may consist of this form and/or a comparable document or documents of the juvenile probation department's choosing.

## Section I Contract Goals, Outputs and Measurable Outcomes that Related Directly to Program Objectives

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be held accountable for delivery of quality services and all contracts shall include clearly defined goals, outputs and measurable outcomes that directly relate to program objectives.]

**The evaluator(s) completing this form should:**

1. Check all completed actions that have been taken to detail written contractual expectations and goals for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least annually the service provider's overall performance under Section I.

**A. Written provisions placed in the service provider contract included (attach copy of contract):**

- Description of contracted services/detailed scope of work to be performed (e.g., counseling).
- Description of frequency of services (e.g., weekly).
- Required timeframe of service.
- Contract effective dates.
- Output required (e.g., number of service units expected, reports to be produced, etc.).
- Product specifications required.
- Regular progress reports.
- Child specific goals or outcomes required, if applicable.
- Other (specify)

**B. The following assessments of the performance of the service provider have been documented:**

- Services were provided by the service provider in a timely manner.

**Date Assessed:**  
**Date Assessed:**  
**Date Assessed:**

- Number of contracted units or products provided as required in contract.

**Date Assessed:**  
**Date Assessed:**  
**Date Assessed:**

- Required written output/progress reports provided in acceptable format and timeframe.

**Date Assessed:**  
**Date Assessed:**

**Date Assessed:**

- Services were provided in a cost effective manner.
- Other (specify)

**C. The following additional actions have been taken to monitor the performance of this service provider:**

- Contact (e.g., phone, mail, personal, etc.) with child and/or family receiving service to verify receipt of quality service.

**Date Assessed:**  
**Date Assessed:**  
**Date Assessed:**

- Quality assurance review of produced product.

**Date Assessed:**  
**Date Assessed:**  
**Date Assessed:**

- Other (specify)

**Complete Section D and E at end of review period:**

**D. Overall performance of non-residential service provider in Section I (Contract Goals, Outputs and Measurable Outcomes that Relate Directly to Program Objectives)**

[Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section I]

- Satisfactory**
- Unsatisfactory** [if checked, please complete Section E below]

**E. If Performance was unsatisfactory, please describe any actions taken regarding service provider.**

## Section II General Legal and Regulatory Compliance of Service Provider

[The TJPC State Financial Assistance Contract requires that all private service providers paid in whole or part with state funds shall adhere to all applicable state and federal laws and regulations pertinent to the service provider's provision of services.]

### The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the general legal and administrative requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least annually the service provider's overall performance under Section II.

#### A. Written provisions placed in the service provider contract included (attach copy of contract):

- Requirement of compliance with all state and federal laws applicable to service provider and provision of services.
- Requirement of current state license, certification, or other necessary regulatory permits, etc.
- Requirement of professional credentials and licensing of staff as appropriate.
- Requirement that service provider disclose any pending or initiated criminal or governmental investigations related to service provider (e.g., FBI, DOJ, TJPC, etc.).
- Other (Specify)
- Other (Specify)

#### B. The following actions have been taken to monitor the general legal compliance of this service provider:

- Receipt and/or verification of professional credentials and required licensing of individual, if required.  
**Date Assessed:**
- Receipt and/or verification of applicable licensure, certification, or permits.  
**Date Assessed:**
- Reference check of provider and/or staff documented.  
**Date Conducted:**
- Review prior complaints (if any) against provider.  
**Date Reviewed:**
- Review Better Business Bureau information, if any.  
**Date Reviewed:**
- Other (Specify)  
**Date:**

Other (Specify)

**Date:**

#### *Complete Section C and D at end of review period:*

#### C. Overall performance of non-residential service provider in Section II (General Legal and Regulatory Compliance of Service Provider) [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section II]

**Satisfactory**

**Unsatisfactory** [if checked, please complete Section D below]

#### D. If Performance was unsatisfactory, please describe any actions taken regarding service provider.

## Section III

### Accounting, Reporting and Auditing Requirements Applicable to State Funds Received Under the Contract

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be required to account separately for the receipt and expenditure of state funds and be required to comply with clearly specified accounting, reporting and auditing requirements.]

**The evaluator(s) completing this form should:**

1. Check all completed actions that have been taken to detail the financial accounting, reporting and auditing requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least annually the service provider's overall performance under Section III.

**A. Written provisions placed in the service provider contract included (attach copy of contract):**

- Certification of service provider's eligibility to receive state funds under Texas Family Code Section 231.006.
- Requirement that service provider be a vendor in good standing [i.e., not on "vendor hold" status] with Texas Comptroller of Public Accounts, if applicable.
- Requirement of service provider's use of Generally Accepted Accounting Principles (GAAP).
- Requirement of separate accountability for the receipt and expenditure of state funds.
- Detailed billing processes, policies, procedures and timeframes.
- Detailed requirements for payment process, policies, procedures and timeframes.
- Requirement of 3 year records retention schedule or until all pending audits resolved.
- Detailed audit requirements and authority.
- Required periodic financial reporting.
- Other (Specify)
- Other (Specify)

**B. The following actions have been taken to monitor the compliance of this service provider:**

- Receipt and verification of eligibility of service provider to receive state funds.  
**Date Reviewed:**
- Verification that service provider is in "good standing" with Texas Comptroller of Public Accounts. [Attach website printout, if applicable]  
**Date Reviewed:**

- Receipt and review of timely and accurate billing documents from service provider.

**Date Assessed:**

**Date Assessed:**

**Date Assessed:**

- Reconciliation of billing documents to juvenile probation department/county financial records.

**Date Assessed:**

**Date Assessed:**

**Date Assessed:**

- Receipt and review of financial statements or audit.

**Date Reviewed:**

- Other (Specify)

**Date:**

- Other (Specify)

**Date:**

**Complete Section C and D at end of review period:**

**C. Overall performance of non-residential service provider in Section III (Accounting, Reporting and Auditing Requirements)** [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section III]

- Satisfactory**
- Unsatisfactory** [if checked, please complete Section D below]  
[if checked, please complete Section D below]

**D. If Performance was unsatisfactory, please describe any actions (e.g., sanction, penalties, etc.) taken regarding service provider in Section IV of this document.**

## Section IV Clearly Defined Sanctions or Penalties for Contract Non-Compliance and Termination Provisions

[The TJPC State Financial Assistance Contract requires that contracts with private service providers paid in whole or part with state funds shall include clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions.]

**The evaluator(s) completing this form should:**

1. Check all completed actions that have been taken to detail the contractual sanctions, penalties and termination requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least annually the service provider's overall performance under Section IV

**A. Written provisions placed in the service provider contract included (attach copy of contract):**

- Termination of contract for noncompliance or nonperformance of contractual provisions.
- Termination for cause provision.
- Termination without cause provision.
- Mutual termination provision.
- Specific sanctions, penalties for noncompliance or substandard compliance.
- Withholding, suspension, reduction of payment provisions for noncompliance or non-performance.
- Ineligibility for future contracts provision.
- Refund of payments provision for breach of contract.
- Venue provision for any necessary legal actions.
- Other (Specify)
- Other (Specify)

**B. The following actions have been taken regarding the service provider's performance of the contract:**

- Contract Terminated (Specify details)  
**Date:**
- Sanction Imposed (Specify details)  
**Date:**  
**Date:**

**Date:**  
**Date:**

- Payment withheld, suspended, reduced (Specify details)

**Date:**  
**Date:**  
**Date:**  
**Date:**

- Refund of payment (Specify details)

**Date:**  
**Date:**

- Legal action (Specify details)

**Date:**

- Service Provider ineligible for future contracts (Specify)

**Date:**

- Other (Specify)

**Date:**

- Satisfactory Performance** – Service provider has performed the terms of the contract in a satisfactory manner and no contractually authorized sanctions or penalties have been invoked against service provider.