

INTERLOCAL AGREEMENT BETWEEN
BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND
BURNET COUNTY, TEXAS
FOR
EMPLOYMENT OF JUVENILE CASE MANAGER

THIS AGREEMENT, is made and entered into by and between BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as the "District") and BURNET COUNTY, TEXAS (hereinafter referred to as the "County") (collectively referred to as the "Parties"), setting forth the specific terms and conditions by which the JUVENILE Case Manager (hereinafter referred to as the "JCM") position shall be administered.

WHEREAS, pursuant to Chapter 791, Texas Government Code, the Texas Interlocal Cooperation Act (the "Cooperation Act") the parties are empowered to contract with each other for the performance of governmental functions, including police protection, and as permitted in Section 37.081 of the Texas Education Code.

WHEREAS, the District and the County share a mutual goal of ensuring that local children are enrolled and attend school according to the laws set by the State of Texas; and

WHEREAS, the District and the County recognize that truancy in school is often a symptom of a family or child in crises; and

WHEREAS, the District and the County recognize the potential outstanding benefits that a JCM will provide the students, teachers, and staff of the public-school system and all local citizens of the Burnet and Bertram communities; and

WHEREAS, the District and the County desire to build and maintain a positive relationship with students and their families by assisting them to locate available community resources; and

WHEREAS, it is deemed to be in the best interests of the District, the County, and the community at large to establishing a JCM position to identify and coordinate with local resources that serve the needs of children and/or their families;

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and in accordance with the Interlocal Cooperation Act, the Parties agree as follows:

ARTICLE I

The employment of a JCM to serve Burnet CISD for a one-year period beginning September 1, 2019 to August 31, 2020. This Agreement may be renewed for additional one-year terms under the conditions provided herein.

ARTICLE II

County agrees to employ a JCM for the one-year term of this agreement. Parties agree that the term will be deemed to have started on September 1, 2019. District shall pay to County the amount of Fifteen Thousand Dollars and 00/100's (\$15,000.00) for compensation reimbursement of salary and benefits during the term of this agreement, payable in nine equal installments of One Thousand Six Hundred Sixty Six and 66/100's (\$1,666.66) payable by the last day of each month, beginning in September 2019.

As a County employee, the JCM shall be able to utilize the legal protections that County utilizes for its full-time employees. County agrees that it shall pay for any training expenses and supplies required to fulfill job responsibilities. The following encompasses the job responsibilities of the position:

A. Assignment of Juvenile Case Manager

1. The JCM shall be granted authority by the Justice of the Peace Judge to act as a Juvenile Court Manager and staff member of the Justice of the Peace Court. The JCM shall be assigned to work with children and their families who are experiencing truancy issues. Further, the JCM may also be asked to assist children and families believed to be in crisis by District administration. In this endeavor, the JCM is granted permission by District to enter its campuses in order to meet with assigned students and/or their families. District acknowledges that JCM may require frequent visits with assigned students/families in order to best assess their needs.
2. The JCM shall be tasked with identifying all local resources that offer services which may be beneficial to students of District and their families, especially in addressing truancy issues.

3. The JCM shall coordinate their activities with the principal and staff members concerned when addressing needs and concerns of a student on a District campus.
4. The JCM shall develop a set meeting schedule at each campus with the campus attendance contact to review cases of persistently truant students. The meetings should take place once a month at each elementary campus and twice a month at each secondary campus. JCM shall make themselves available for conference with students, parents and faculty members in order to assist them with problems related to truancy.

B. Supervision

1. The day to day operation and administrative control of the JCM will be the responsibility of the Justice of the Peace Judge. Any and all policies of the Justice Court and the County shall be observed by the JCM at all times.
2. Any concerns of complaints of the JCM by District shall be brought to the attention of the Justice of the Peace Judge. The JCM shall not act as a school disciplinarian and must follow all District policies and procedures when visiting a District campus.
3. In the event of the resignation, termination, dismissal or reassignment of the JCM, the County shall provide a replacement as soon as possible. During any such vacancy, the District's financing obligation shall be adjusted accordingly.

III

The District shall provide the following, which are deemed necessary to the success of the JCM:

1. Access to BCISD campuses and space to meet with assigned students and/or family members.
2. Cooperation by all District campus administrators to allow the required access by the JCM to students with minimal disruption of normal school functions.

3. Cooperation by all District campus administrators to assist the JCM to assess the needs of truant students or children in crises needing access to community resources.

B. Training

1. County shall be responsible for funding all training, and all cost related to said training, for the JCM in areas deemed necessary by the Justice of the Peace Court of Burnet County.

IV

The following shall establish regular duty hours, compensation for overtime, reassignments, and leave time for the JCM.

A. Duty Hours of the Juvenile Case Manager

1. The JCM shall be assigned duties by the Justice of the Peace Judge during the workweek that shall consist of no more than 40 hours.
2. Time spent by the JCM attending training, court, and/or home visits shall be considered as hours worked under this agreement.
3. The regular workday hours of the JCM may be adjusted by the Truancy Court on a temporary basis for specific situations.
4. Any additional time worked by the JCM over 40 hours per week will be handled per the Burnet County Compensation Policy.
5. Additional hours requested by either Burnet County or Burnet CISD shall be approved by both parties, and the requesting party will be responsible for payment.
6. Leave time should routinely be taken at times when the District is not in session. The Justice of the Peace Judge must approve all JCM requests for leave time during normal work periods; and if at all possible, reasonable advance notice should be given to the District.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon sixty (60) days written notice that either party has failed to substantially perform in accordance with the terms and

conditions of this Agreement, and an attempt to mediate the issue has proven unsuccessful. Further, either party has the right to terminate this agreement without cause with a sixty (60) days written notice. In the event of a termination, reimbursement for compensation by District will be made to County for all services performed up to the date of termination.

NOTICE

Any and all notices or any other communication herein required or permitted shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested at the address of the respective parties indicated below:

Keith McBurnett
Superintendent
Burnet Consolidated Independent School District
Burnet, Texas 78657

Lisa Whitehead
Justice of the Peace Judge
Burnet, Texas 78657

ARTICLE XI

The District, the County, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation. Each party hereto acknowledges and represents that their respective governing body has duly authorized this Agreement.

ARTICLE XII

This document constitutes the understanding of the Parties, and supersedes all prior understandings and agreements between the Parties. No terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the Party to be charged.

ARTICLE XIII

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the District and the County is obtained.

ARTICLE XIV

Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement.

ARTICLE XV

This Agreement shall be construed in accordance with the laws and constitutions of the United States and the State of Texas. All obligations hereunder are performable in Burnet County, Texas and venue for any action arising hereunder shall be in Burnet County, Texas.

ARTICLE XVI

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on the date appearing adjacent to the signatures below. This contract shall become effective on the date of the last party to sign.

Burnet Consolidated Independent School District.

By: Keith McBurnett 8/26/19
Keith McBurnett, Superintendent

County of Burnet

By: [Signature]