



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 19, 2020

- Purpose: [] Presentation/Report [] Recognition [] Discussion/ Possible Action
[] Closed/Executive Session [] Work Session [] Discussion Only [X] Consent

From: Gary Long, DAEP Principal

Item Title: Approve the MOU between the Bexar County Juvenile Board and SSAISD

Description: This is a renewal for the ongoing MOU we have with the Bexar County Juvenile Board which is required by the Texas Education Code (TEC). The MOU is in place for students who require mandatory expulsions as set forth by the TEC.

Historical Data: The Bexar County MOU has benefited the district by allowing us to preserve the safety and security of all secondary campuses. Last school year 2019-2020, we sent two students on Mandatory Placements to JJA for infractions that the students had broken. The year prior 2018-2019, we sent 5 students to JJA for both Mandatory Placements as well as Discretionary Placements. The DAEP is working with the mental health/counseling partners to address the students' needs. Last year the Board approved this MOU on June 19, 2019.

Recommendation: Approve the MOU Between the Bexar County Juvenile Board and SSAISD

District Goal/Strategy:

Strategy 3 We will develop a strong support system which will provide meaningful and innovative instruction that promotes critical thinking and problem solving.

Funding Budget Code and Amount: N/A

APPROVED BY: SIGNATURE DATE
Chief Officer:
CFO Funding Approval:
Superintendent:



2020-2021 MEMORANDUM OF UNDERSTANDING

BEXAR COUNTY JUVENILE BOARD AND INDEPENDENT SCHOOL DISTRICT

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Bexar County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and the Independent School District (School District), a political subdivision of the State of Texas, agreeing to and executing this MOU. It establishes roles and responsibilities relating to the Bexar County Juvenile Justice Alternative Education Program (JJAEP). This MOU is required by the Texas Education Code (TEC), and is in compliance with the requirements set out in Grant P of the Texas Juvenile Justice Department funding contract with the Juvenile Board. All referenced attachments are incorporated into the MOU as if fully set forth herein.

II. STUDENT ELIGIBILITY

Students will be assigned to the Bexar County JJAEP at the Bexar County Juvenile Justice Academy (JJA) only as set forth by the provisions of this MOU.

- A. Factors Considered Prior to Expulsion. Pursuant to the TEC, the School District's Student Code of Conduct must specify that consideration will be given, as a factor in each decision concerning placement in JJA, regardless of whether the expulsion is discretionary or mandatory, to:
1. Self-defense;
 2. Intent or lack of intent at the time the student engaged in the conduct;
 3. A student's disciplinary history;
 4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
 5. A student's status in the conservatorship of the Department of Family and Protective Services; or
 6. A student's status as a student who is homeless.
- B. Discretionary Expulsions. Students may be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to be a discretionary expulsion or placement by the TEC.
- C. Mandatory Expulsion. Students shall be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to require a mandatory expulsion under the TEC.

- A. Prerequisites. For a student to remain designated as a Mandatory Expulsion, all of the following requirements must be met:
- a. Offense Report. The School District must have an offense report prepared by a law enforcement agency for the alleged incident upon which the expulsion is based.
 - b. Filing the Offense Report. The offense or investigative report must be filed by the School District with the JJA, the Juvenile Probation Department and the District Attorney's Office. Until the offense report is filed, the student will not be designated a Mandatory Expulsion, and the Juvenile Board may bill the School District for that student at the Discretionary Expulsion rate.
- B. Additional Information. If the law enforcement agency report or complaint does not describe conduct that rises to the level of a Mandatory Expulsion offense, the JJA Administrator may require the School District to provide additional information to support the designation of Mandatory Expulsion.
- C. Reclassification. In the event a student fails to qualify as a Mandatory Expulsion, that student will be classified as a Discretionary Expulsion, and the School District will be billed for the student at the Discretionary Expulsion rate from the date of enrollment. The JJA will advise the Bexar County Auditor's Office of the student's correct status so that the status is accurately reflected in the School District's bill.
- D. Waiver. If a student fails to meet Texas Juvenile Justice Department (TJJD) eligibility requirements for funding as a Mandatory Expulsion, the School District may request a waiver. A written waiver request must be directed to the JJA Administrator. The waiver request must:
- a. State the reason the student was expelled from the home campus;
 - b. State the reason the student does not meet the TJJD funding eligibility requirements;
 - c. Be filed with the JJA Administrator on the form set forth in **Attachment A**; and
 - d. Be filed within ten (10) business days of the date the School District is made aware of the ineligibility as a Mandatory Expulsion. The JJA Administrator may deny untimely waiver requests.
- E. Eligibility Determination. The JJA Administrator will forward the School District's written request to TJJD and advise the School District if the waiver request is granted or denied by TJJD. The Juvenile Board will bill the School District for that student at the Discretionary Expulsion rate until notified by TJJD that the student is deemed eligible to receive TJJD funding under the Mandatory Expulsion category.
- D. Court-ordered Placements. Students may be placed in the JJA by a Court when they have been adjudicated for delinquent conduct or conduct indicating a need for supervision. The School District will not be responsible for payment for these students unless they have been expelled by the School District; however, the School District is responsible for providing special education services, as articulated in the students' Individualized Education Programs (IEPs)/ Individualized Accommodation Plan (IAPs) and/or Behavior Intervention Plan (BIPs) when such services are not provided by the JJA.

- E. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Bexar County may be placed by the school district in the JJA as provided in the TEC and in accordance with the conditions set out in Section III.B.4 of this MOU. Only students who are Bexar County residents may be placed in the JJA under this provision.
- F. Maximum Capacity Rules. Based on student instructional capacity and safety and security issues, the Juvenile Board has set a maximum student enrollment of 250 students at the JJA (Maximum Capacity). If student enrollment reaches 200, the following rules will apply:
- A. JJA Administrator will notify the School District of current enrollment, allocation of spaces, and number of out-of-county students. The School District will be allocated a total number of non-Mandatory Expulsion spaces for Bexar County residents (to include all categories of Discretionary Expulsions and placements) commensurate with that district's percent of Bexar County's total student population in grades 5 – 12. These population figures will be extracted from the prior year's Public Education Information Management Systems (PEIMS) enrollment (snapshot) figures.
 - B. When the School District has reached its allocated number of spaces, it must withdraw a student in order to enroll a new student if the district would otherwise exceed the assigned number of discretionary spaces.
 - C. The School District may negotiate directly with other districts for unused spaces. The maximum enrollment may be re-defined from time to time as deemed appropriate by the JJA. Notification of these space arrangements between districts will be communicated in writing to the JJA Administrator prior to the assignment of the student. Cancellation or modification of these agreed spaces will be the responsibility of the participating school districts; however the maximum total space assignments cannot be exceeded.
- G. Maximum Capacity Procedure. Once Maximum Capacity is reached, the following procedures will apply:
- A. All students at the JJA who are out-of-county residents shall be returned to the sending school district.
 - B. The JJA Administrator will determine at the end of each month, based on projected withdrawals and enrollments, whether to continue the excess Maximum Capacity procedure.
- H. Out-of-County Students. This MOU applies only to students who are Bexar County residents, except as provided in this section. An expelled student who resides in a county other than Bexar, or who resides in Bexar County but attends a school in a district outside Bexar County, may attend the JJA only under the following conditions:
- A. Eligibility for placement at the JJA is subject to the Maximum Capacity procedures described above.
 - B. The School District shall pay the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C of this MOU, unless the student is a Mandatory Expulsion and eligible for TJJD funding.

- C. In order for a Mandatory Expulsion student to be eligible for TJJD funding,
 - a. The respective School District and the Juvenile Board for the county where the student resides must have signed this MOU, and a copy of the MOU must have been provided to TJJD; and
 - b. JJA must obtain written approval from TJJD for funding of the particular student, using the Out-of-County Form, TJJD-JJAEP-005.
- D. TJJD funding is only available for 90 actual attendance days for out-of-county students attending the JJA. After 90 days, the School District is responsible for payment at the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C.
- E. In order to manage JJA student population within the Maximum Capacity, JJA will prioritize admission to students who are Bexar County residents. No provision of this MOU creates an entitlement for any out-of-county student to attend JJA.
- F. This MOU complies with TJJD's JJAEP Grant guidelines regarding students from counties other than Bexar.
- I. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJA program behavior expectations as determined by the JJA Administrator, the student shall be returned to the School District for disposition.

III. STUDENT PLACEMENT

- A. Intake. Upon expulsion or decision on placement, the School District must contact the JJA for a time and date for an intake interview. The School District must also inform the JJA of the reason for expulsion or placement, term (i.e., number of days) and whether the student has been identified as requiring special education services and/or native language instruction. The time, date and place of the intake at the JJA shall be included in the notice of expulsion sent to the student as well as in the notice of expulsion form provided to the JJA Administrator and the Bexar County Juvenile Probation Department. If the student is a juvenile, the School District shall notify parents in writing that their child will be referred to the Bexar County Juvenile Probation Department and be assigned a probation officer.
- B. Term of Assignment to the JJA. The expulsion or placement order by the School District shall specify the number of days or term of the expulsion or placement. For the purpose of this MOU, 180 enrolled instructional days is a year (Year) and the following term rules shall apply:
 - 1. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one calendar year. A student's total assignment to the JJA for a Mandatory Expulsion may not exceed a Year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one calendar year in accordance with federal law may be assigned to the JJA for a calendar year.
 - 2. Discretionary Expulsions and Placements. In no event will a student be assigned to the JJA for more than one Year for a Discretionary Expulsion, or for a placement of student due to a

Title 5 felony offense, involvement in sexual assault, or registration as a sex offender. The one Year maximum term of assignment is cumulative, whether or not it is continuous and whether or not imposed by different school districts. For example, a student may be expelled to the JJA for a Title 5 felony offense for a maximum of one Year, regardless of which subsection of TEC may be employed for expulsion or, in the event of change in school districts, which school district initiates the expulsion. Also, the maximum cumulative term of placement at the JJA of a student who is a registered sex offender is one Year total, regardless of which school districts may have assigned the student to the JJA.

3. Title 5 Felony Offenses. A student who is assigned to the JJA due to a Title 5 felony offense shall be returned to the sending School District upon the first of these events to occur:
 - a. The charges are dismissed or reduced to a misdemeanor offense;
 - b. The student is acquitted;
 - c. The student completes the term of placement;
 - d. The student is assigned to another program;
 - e. The student’s assignment to the JJA reaches 180 enrolled instructional days; or
 - f. The student graduates from high school.

4. Registered Sex Offenders. Initial placement of a registered sex offender to the JJA is to be for at least 90 enrolled instructional days (Semester) for an offender on probation, and may be up to one Semester for an offender not on probation. Placement must be reviewed at the end of the first Semester of placement. A registered sex offender placed at the JJA whose residence is outside Bexar County will be immediately returned to the sending district. If it is determined by the committee convened by the School District that a registered sex offender assigned to the JJA should remain in alternative placement, then when that student’s term at the JJA reaches one Year, that student will be returned to the School District.

5. Student Releases. The JJA staff may recommend expulsion term extensions for students who do not satisfactorily complete the JJA program. The final determination to extend a student’s expulsion term is that of the home School District. A student’s assignment to the JJA shall terminate at the earliest of one of the following dates:
 - a. Successful completion of the expulsion term;
 - b. One of the seven “Exit Reasons” described in Texas Juvenile Justice Department regulations:
 - 1) Completed program / returned to home school while on probation.
 - 2) Completed program/ term of probation expired.
 - 3) Completed program/ term of placement expired.
 - 4) GED completion.
 - 5) Graduated.
 - 6) Left program incomplete.
 - 7) Other – left program for non-delinquency reason such as moved, death, or medical reason.
 - c. For a student placed at the JJA for a Title 5 felony offense, any event described above in paragraph III.B.3; or
 - d. The student’s assignment to the JJA reaches 180 enrolled instructional days.

IV. SPECIAL EDUCATION

- A. Students with Disabilities. For students who commit an offense and have been identified by the School District as having a disability the following procedures apply:
1. The student may be expelled from the School District only after a duly constituted Admission, Review and Dismissal (ARD)/Section 504 Manifestation Determination Review (“MDR”) meeting. The requirement to have a MDR does not apply only if the student:
 - a. Has been identified by the School District as having a disability under Section 504;
 - b. Was referred the BCJJA for an offense that pertains to the use or possession of illegal drugs or alcohol; and
 - c. The student is currently engaging in the illegal use of drugs or in the use of alcohol.
 2. A student that is eligible for services from the district’s special education department or under Section 504 may be expelled only if the ARD/Section 504 committee determines that the alleged offense is not a direct and substantial manifestation of the student's disability or a failure to deliver the program of services and supports in accordance with applicable state and federal laws.
 3. School District must invite the administrator of the JJA or the administrator's designee to an ARD committee meeting convened to discuss the expulsion of a special education student. School District must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. A copy of the student's current IEP must be provided to the JJA representative with the notice.
 4. If the JJA Administrator or designee is unable to attend the ARD/Section 504 committee meeting, the JJA representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJA and implementation of the IEP/IAP and/or BIP in the JJA.
 5. Students with disabilities assigned to the JJA will be provided educational services as determined by the ARD/Section 504 committee, and articulated in the IEP/IAP and/or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP/IAP and/or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and accommodations or modifications for the term of the student's tenure at the JJA.
 6. Ultimately, the School District is responsible to ensure that appropriate programs and services, as articulated in a student’s IEP/IAP and/or BIP, are provided at the JJA continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services. All related services articulated in students’ IEP/IAPs must be provided by the School District with the exception of counseling. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters. Counseling services available at the JJA are provided by Communities in Schools - San Antonio. The JJA will have special education services and personnel as a portion of the normal operation of

the JJA. The JJA will provide a copy of each special education student's schedule within five (5) school days of a School District's request.

7. If after a special education student is placed at the JJA the JJA Administrator provides written notice to the school district of specific concerns that the student's educational or behavioral needs cannot be met in the JJA, an ARD committee meeting must be convened to reconsider placement of the student in the JJA. School District must invite the JJA administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJA representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student's continued placement in the JJA.
- B. Students with Suspected Disabilities. If a student assigned to the JJA is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply:
1. The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.
 2. The JJA staff will assist with the completion of the necessary referral documents. Any student determined to qualify for services and protection under IDEIA or Section 504, shall be afforded all lawfully required services and protections by the School District to the extent that the JJA cannot provide the service and the School District is notified of the need to provide the service.
- C. English as a Second Language (ESL)/Bilingual Students. If a student has been identified as a second language learner, whether general or special education, the following procedures apply:
1. School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:
 - a. The student's dominant oral and written language;
 - b. The student's level of oral and written language proficiency; and
 - c. Type, level, frequency and duration of instruction and/or support services.
 2. The School District may provide, upon availability, training to JJA personnel to facilitate accommodations necessary for English Language Learners.
 3. The JJA will provide direct instruction by a certified Bilingual/ESL teacher.
- D. Change of Residence. Students receiving special education or Section 504 services prior to their expulsion and who change residence to another school district served by the JJA will continue to be the responsibility of the sending School District until the student has completed the JJA assignment and/or enrolled in the new School District.

- E. Accountability. Accountability for students placed at the JJA shall remain with the student's school district of residence. The eligibility folder will stay with the expelling School District and a working folder will be sent to the JJA prior to the intake appointment.
- F. Addressing Concerns. After placement of a student in the JJA, if the JJA has concerns that the student's educational or behavioral needs cannot be met in the JJA program, the JJA shall provide written notice of the specific concerns to the School District. The School District will conduct an ARD/Section 504 committee meeting to reconsider the placement of the student into the JJA and to avoid disruption of services and/or an improper placement. The School District is responsible for providing notice to the JJA and to the parent of the ARD/Section 504 committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD/Section 504 committee meeting. Whenever possible, the ARD/Section 504 committee meetings for students enrolled at the JJA should be held at the JJA site and scheduled at a time that enables the home campus representative to be present. If the home campus representative is unable to attend the ARD/Section 504 committee meeting in person, alternate means of communication shall be made available so that the home campus representative may participate in the meeting.
- G. Notices. The notices required in this Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term 'native language' when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parents of the child.

V. RECORDS

- A. 24 Hours. The School District shall report any expulsion notice within 24 hours (not to include weekends or school holidays) after the expulsion hearing to:
 - 1. The JJA Administrator; and
 - 2. The Bexar County Juvenile Probation Department (or the respective juvenile probation department in which the student resides if other than Bexar County).
- B. Expulsion Notice and Order. The School District shall record the expulsion on the form set forth in **Attachment B**, marking the box for the specified offense, describing the offense with sufficient detail to properly assess that it is an expellable offense, and submitting the form to the JJA. The School District shall also provide the JJA with a copy of the Expulsion order.
- C. Referral. The School District must refer all Mandatory Expulsions to the District Attorney's Office and the Bexar County Juvenile Probation Department. In addition, the School District shall, on a timely basis, provide to the Juvenile Probation office or the Juvenile section of the District Attorney's office as appropriate, all other referral information required by the Texas Family Code. The School District shall provide the JJA the necessary verification of submission of referrals to all necessary agencies.
- D. Police Reports. In a Mandatory Expulsion, the School District must also provide JJA with a copy of the police report. The School District shall provide the Juvenile Board with the necessary verification of submission of the police report(s) to all necessary agencies.

- E. Title 5 Felony Offenses. In a Discretionary Expulsion of a student for a Title 5 felony offense under TEC, the School District must provide police reports, court orders, or juvenile probation department documents sufficient to establish eligibility for assignment to the JJA under that provision.
- F. Students Involved in Sexual Assault. In placing a student pursuant to the statute providing for transfer of students involved in sexual assault, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- G. Registered Sex Offenders. In placing a student identified as a registered sex offender under TEC Chapter 37 Subchapter I, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- H. Student Records. The School District must forward copies of the following records to the JJA for each student:
 - 1. Special education records, to include:
 - a. The most recent ARD/IEP/IAP/BIP manifestation determination review;
 - b. The most recent comprehensive individual assessment that documents eligibility for special education services and the list of modifications and/or complementary aids conducive to advancement towards annual and short-term goals and objectives; and
 - c. Recommendations for the current year's assessment.
 - 2. State standardized test information;
 - 3. The student's academic achievement records (e.g. report card);
 - 4. The student's immunization records; and
 - 5. Information regarding the student's National School Lunch Program status.
- I. Time Due. A student's records must be provided to the JJA by the School District on or before the date of the intake interview.
- J. Enrollment Notification. A student's enrollment record form/notification to include the student's date of enrollment at JJA must be sent to the home School District by JJA within 24 hours (not to include weekends or school holidays) of the student's enrollment date.
- K. Change of Residence. JJA will inform both School Districts, as appropriate, of a student's change of residency based on a review of appropriate proof of residency documents, and will provide the new School District with said proof of residency documents within 48 hours (not to include weekends or school holidays) of informing of change of residence. The student shall continue to be enrolled with the expelling School District if either the expelling or new School District wishes to continue the term of expulsion. Each School District and JJA will continue to be responsible for compliance with the current provisions of this MOU.

- L. Grades. The JJA will submit to the School District the grades for all students' academic work and/or completion of courses while enrolled at the JJA. The School District will make the final determination as to a student's promotion or retention, award of credits, and graduation.

VI. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

- A. Responsibilities. All state-required standardized tests will be administered to students enrolled at the JJA. The following responsibilities are assigned for administration of the tests:
1. Test Coordinator. JJA will have a trained and sworn Testing Coordinator who will serve as the point of contact with the School Districts for the administration of state-required standardized tests to students enrolled at the JJA. Each year, the JJA will provide all School Districts with the Testing Coordinator's name and contact information.
 2. List of Students. JJA staff will provide the School District with a list of all students from that district enrolled at the JJA at least ten (10) school days prior to the date of administration of state-required standardized tests.
 3. Student Testing Materials. The School District is responsible for securing, coding and delivering all testing materials to the JJA Administrator or designee a minimum of three (3) school days before the day of standardized test administration. The School District may also provide additional student testing materials to cover students that enroll after the list of students was provided to the School District. The School District will provide to the JJA access, limited to students enrolled at the JJA, to administer, as necessary, online testing.
 4. Accommodations. The School District will assist the JJA staff to ensure implementation of accommodations articulated in the IEP/IAPs and/or BIPs for standardized testing, as appropriate, for students receiving special education services and speakers of languages other than English. If the accommodations exceed what the JJA can reasonably implement, the School District remains responsible for ensuring that the student has access to the necessary accommodations by whatever means the School District deems most appropriate.
 5. Retrieving Completed Testing Materials. The JJA is responsible for making necessary arrangements to retrieve all completed student testing materials attributed to the School District's students enrolled at the JJA.
 6. Obtaining and Submitting Testing Materials. The School District is responsible for obtaining the completed student testing materials from the JJA, and is also responsible for submitting all completed student testing materials to the appropriate TEA contracted agent.
 7. Student Success Initiatives. The JJA will assist School District in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VII. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for Mandatory Expulsions will be provided by the Texas Juvenile Justice Department for those students who meet the prescribed TJJD eligibility requirements. School District will pay for a student at the Discretionary Expulsion rate listed in Section VII.B. herein until the offense report is filed with the JJA, the Bexar County Juvenile Probation Department and the appropriate District Attorney's Office.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC, the School District shall pay the rate of \$135.85 per student per day of attendance at the JJA. A student is considered to be in "attendance at the JJA" for the purposes of this Agreement if they are receiving tele-education services. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Title 5 Felony Discretionary Expulsions. For students who are Title 5 felony Discretionary Expulsions pursuant to TEC, School District shall pay in the same manner as for other Discretionary Expulsions, except that the rate for this category of expulsion is based on the actual operational cost as determined by the Juvenile Board based upon its most recent annual audit, and will not exceed the rate set out in paragraph VII.B above.
- D. Registered Sex Offenders. For students who are placed at the JJA as registered sex offenders under TEC Chapter 37, School District shall pay at the same rate as for Discretionary Expulsions, which is \$135.85 per student per day of attendance.
- E. Disallowed Mandatory Expulsions. For a student who was expelled for a Mandatory Expulsion offense but who, because of the terms of the TJJD funding contract and as outlined in this MOU, was disallowed Mandatory Expulsion status, the School District shall pay the Discretionary Expulsion rate of \$135.85 per student per day of attendance from the date of enrollment.
- F. Continuing Responsibility. In the event a student changes residence to another school district served by JJA after being expelled, and prior to completing the expulsion term, the student shall remain the financial responsibility of the expelling School District for the JJA daily attendance rate.
- G. Date of Invoice. The Juvenile Probation Fiscal Office will issue an invoice within thirty (30) business days after the end of each month. The invoice will provide the name of each student and the number of days the student attended.
- H. Payment. The School District shall make payment to the Juvenile Board through the Bexar County Auditor. Payment for the full amount hereunder shall be made payable to Bexar County and payment made at the Bexar County Auditor's Office at 101 W. Nueva, Suite 800, San Antonio, TX 78205-3445 within thirty (30) days after the invoice is received by the member School District. The Juvenile Probation Fiscal Office shall send the invoice to the address listed on the signature page of this MOU.

VIII. TRANSPORTATION

- A. School District's Responsibility. Transportation of students to and from the JJA shall be the sole responsibility of the School District. The School District is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA. The School District shall provide all necessary security at the student pick up/drop off location(s).

- B. Change of Residence. In the event a student expelled by a School District changes residence to another school district served by JJA after being expelled and prior to completing the expulsion term, the new school district is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA.

IX. TRANSITION

- A. Transition File. Approaching completion of his/her term at the JJA, JJA staff will send the School District a transition file that includes:
 - 1. The student's grades converted to numeric scores; when requested by the School District, course completions will be reported;
 - 2. A behavior summary, recommendations and comments that suggest placement options that the JJA staff deems appropriate for the student returning to his/her home campus;
 - 3. Attendance information; and
 - 4. Other recommendations and comments.

X. ADVISORY BOARD

- A. Authority. The Juvenile Board has authorized an Advisory Board to provide a forum for representatives of the Juvenile Board, the school districts and the organizations supporting the JJA to meet and discuss issues related to the operation of the JJA.

- B. Procedure. Each School District shall designate a representative to serve on the Advisory Board. The Advisory Board shall include representatives of at least five (5) school districts, as elected by representatives of the school districts, at a meeting called by the Administrator for the Juvenile Board. The School District hereby agrees to participate in the election of said Advisory Board and, if elected to serve, will do so.

XI. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, or rendered as such by a change to applicable state and/or federal law, the remaining provisions shall continue in full force and effect.

XII. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect from August 1, 2020 through, and including, July 31, 2021. This Agreement shall renew automatically each year on August 1st, unless notice of a party's intent not to renew is sent to the other party prior to July 1st of that year.

The Bexar County Juvenile Board and the School District may modify this Agreement under terms as specified in a written addendum to be signed by both parties. In response to COVID-19, JJA may issue an Addendum modifying the provisions set forth in this MOU. JJA will provide School District with a copy of the addendum. The terms and conditions of the updated Addendum will supersede the provisions of any previous Addendum.

XIII. INTEGRATION

This MOU, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. 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 hereof must be in writing and signed by the parties.

AGREED AND FULLY EXECUTED ON THE LATEST DATE RECORDED BELOW.

INDEPENDENT SCHOOL DISTRICT

School District: _____

Signature: _____ Date: ____/____/____

Printed Name: _____

Title: _____

The Juvenile Probation Fiscal Office shall send invoices to the following address:

Name: _____

Address: _____ State: _____ Zip Code: _____

If required by School District:

_____ **COUNTY JUVENILE BOARD**

Signature: _____ Date: ____/____/____

Printed Name: _____

Title: Juvenile Board Chair

BEXAR COUNTY JUVENILE BOARD

By: _____

JUDGE LISA K. JARRETT
Juvenile Board Chair

Date: ____/____/____

ATTACHMENT A



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY
 STUDENT FUNDING WAIVER REQUEST**

Police Report Requirement

The Texas Juvenile Justice Department (TJJJ) reserves the right to provide funding for students remanded to juvenile justice alternative education programs who do not meet the basic requirements found in TJJJ's State Financial Assistance Contract. This form serves as your request of waiver to the police report requirement and should be faxed to the JJA Administrator at (210) 335-8549. Your request will be forwarded to TJJJ and you will be notified of TJJJ's response once it is received by the JJA Administrator's office.

| | | |
|---|-------------------------|--------------|
| SCHOOL DISTRICT: | SCHOOL OFFICIAL: | |
| PHONE: | FAX: | DATE: |
| STUDENT: | DOB: | |
| Describe offense in some detail: | | |
| | | |
| | | |
| Reason for request of waiver: | | |
| | | |
| | | |
| | | |

FOR TJJJ STAFF ONLY

| | | |
|--|----------|-------|
| The request for waiver received in this office on _____ is ____ Granted ____ Denied. | | |
| If denied, please specify reason: _____ | | |
| | | |
| | | |
| _____ | _____ | _____ |
| Signature | Position | Date |

ATTACHMENT B



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY
 REFERRAL OF CHILD AFTER EXPULSION**

| | |
|--|---|
| To: Juan Vega, JJAEP Clerk 1402 N. Hackberry San Antonio, TX 78208 | Phone: 210-335-8524 Fax: 210-335-8549 E-mail: jvega@bexar.org |
|--|---|

Pursuant to Texas Family Code §52.041 and Texas Education Code (TEC) §37.010, the following report is being made to the Juvenile Court regarding the expulsion of the student named below.

School District: _____ **School Official/Hearing Officer:** _____

Telephone: _____ **Fax:** _____ **Date of Hearing:** _____

| | | | | |
|---|---|--------------------|------------------------------|--------------|
| Student: | Age: | Grade: | DOB: | SNN: |
| Special Programs: | Yes _ No_ Specify: | | TSDS# | |
| Campus Address: | | | | |
| Parent's Name: | | | | |
| Parent's Address: | | | | |
| County of residence (if other than Bexar): | | | | |
| Telephone #s | Work: (210) | Home: (210) | Cell: (210) | |
| Date Expelled: | Number of Instructional Days Expelled: | | Proposed Return Date: | |
| Describe offense in some detail: | | | | |
| Parent is aware and understands that child may be assigned a probation officer (PO) by the probation department: Yes _ No _ If not, why not? | | | | |
| National School Lunch Program: Free Reduced None (Circle appropriate Program) | | | | |
| Date Intake requested: | Intake Scheduled on | | at | AM/PM |

Please check offense for which student is being referred:

2019/20 and 2020/21 School Years

| ✓ | Offense Code | Offense Description | Offense Type |
|---|--------------|--|---------------|
| | 37.007A12A | Unlawful Weapon: Handgun [Penal Code (PC) 46.02 (a)] [Education Code (EC) 37.007 (a)(1)] | Mandatory |
| | 37.007A12B | Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students under the age of 18.) | Mandatory |
| | 37.007A12C | Unlawful Weapon: Club [PC 46.02 (a)] [EC 37.007 (a)(1)] | Mandatory |
| | 37.007A15A | Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)] | Mandatory |
| | 37.007A15B | Prohibited Weapon: Machine Gun [PC 46.05 (a)(2)] [EC 37.007 (a)(1)] | Mandatory |
| | 37.007A15C | Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)] | Mandatory |
| | 37.007A15D | Prohibited Weapon: Firearm Silencer [PC 46.05 (a)(4)] [EC 37.007 (a)(1)] | Mandatory |
| | 37.007A15F | Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)] | Mandatory |
| | 37.007A15G | Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)] | Mandatory |
| | 37.007A15H | Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)] | Mandatory |
| | 37.007A15I | Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)] | Mandatory |
| | 37.007A15J | Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007(a)(1)]* | Mandatory |
| | 37.007A2A1 | Aggravated Assault | Mandatory |
| | 37.007A2A2 | Aggravated Sex Assault | Mandatory |
| | 37.007A2A3 | Sex Assault | Mandatory |
| | 37.007A2B | Arson | Mandatory |
| | 37.007A2C1 | Murder | Mandatory |
| | 37.007A2C2 | Capital Murder | Mandatory |
| | 37.007A2C3 | Attempted Murder | Mandatory |
| | 37.007A2D | Indecency With A Child | Mandatory |
| | 37.007A2E | Aggravated Kidnapping | Mandatory |
| | 37.007A2F | Aggravated Robbery | Mandatory |
| | 37.007A2G | Manslaughter | Mandatory |
| | 37.007A2H | Criminally Negligent Homicide | Mandatory |
| | 37.007A2I | Continuous Sex Abuse Of A Young Child Or Children(PC 21.02) | Mandatory |
| | 37.007A3 | Felony Drug | Mandatory |
| | 37.007B1D | False Alarm | Discretionary |
| | 37.007B1E | Terroristic Threat | Discretionary |
| | 37.007B2A1 | Misdemeanor Marijuana | Discretionary |
| | 37.007B2A1B | Misdemeanor Controlled Substance | Discretionary |
| | 37.007B2A2 | Misdemeanor Dangerous Drug | Discretionary |
| | 37.007B2A3 | Misdemeanor Alcohol | Discretionary |
| | 37.007B2B | Glue Or Aerosol Paint | Discretionary |
| | 37.007B2CA | Assault On A Teacher | Discretionary |
| | 37.007B2CB | Assault On An Employee | Discretionary |
| | 37.007B2D | Deadly Conduct | Discretionary |
| | 37.007B3A | Non-School Student On Student [EC 37.007 (a)(2)(A)] | Discretionary |
| | 37.007B3B | Non-School Student On Student [EC 37.007 (a)(2)(C)] | Discretionary |

Contract No. ISD196
Independent School Districts
Bexar County Juvenile Justice Alternative Education Program
August 1, 2020– July 31, 2021

| | | |
|------------|---|---------------|
| 37.007B3C | Non-School Student On Student [EC 37.007 (a)(2)(F)] | Discretionary |
| 37.007B4 | 'On or Within 300 Ft' Rule- Mandatory Offense [EC 37.007(b)] | Discretionary |
| 37.007B5 | Breach Of Computer / Computer Hacking | Discretionary |
| 37.007C | Serious Misbehavior | Discretionary |
| 37.007D | Retaliation | Mandatory |
| 37.007D(D) | Retaliation | Discretionary |
| 37.007E | Federal Firearm | Mandatory |
| 37.007F | Felony Criminal Mischief | Discretionary |
| 37.309 | Registered Sex Offender | Other |
| PROBCO1 | Probation Placement | Other |
| PROBCO2 | Court Order | Other |
| 37.0081A | Title 5 Felony Criminal Homicide (EC 37.0081) | Discretionary |
| 37.0081B | Title 5 Felony Murder (EC 37.0081) | Discretionary |
| 37.0081C | Title 5 Felony Capital Murder (EC 37.0081) | Discretionary |
| 37.0081D | Title 5 Felony Manslaughter (EC 37.0081) | Discretionary |
| 37.0081E | Title 5 Felony Criminal Negligent Homicide (EC 37.0081) | Discretionary |
| 37.0081F | Title 5 Felony Unlawful Restraint (EC 37.0081) | Discretionary |
| 37.0081G | Title 5 Felony Kidnapping (EC 37.0081) | Discretionary |
| 37.0081H | Title 5 Felony Aggravated Kidnapping (EC 37.0081) | Discretionary |
| 37.0081I | Title 5 Felony Unlawful Transport (EC 37.0081) | Discretionary |
| 37.0081J | Title 5 Felony Trafficking Of Persons (EC 37.0081) | Discretionary |
| 37.0081K | Title 5 Felony Indecency With A Child (EC 37.008) | Discretionary |
| 37.0081L | Title 5 Felony Improper Photography Or Visual Recording (EC 37.0081) | Discretionary |
| 37.0081M | Title 5 Felony Assault (EC 37.0081) | Discretionary |
| 37.0081N | Title 5 Felony Sexual Assault (EC 37.0081) | Discretionary |
| 37.0081O | Title 5 Felony Coercing, Soliciting, Or Inducing Gang Membership (EC 37.0081) | Discretionary |
| 37.0081P | Title 5 Felony Aggravated Assault (EC 37.0081) | Discretionary |
| 37.0081Q | Title 5 Felony Aggravated Sexual Assault (EC 37.0081) | Discretionary |
| 37.0081R | Title 5 Felony Injury To A Child, Elderly Individual, Or Disabled Individual(EC 37.0081) | Discretionary |
| 37.0081S | Title 5 Felony Abandoning Or Endangering Child (EC 37.0081) | Discretionary |
| 37.0081T | Title 5 Felony Deadly Conduct (EC 37.0081) | Discretionary |
| 37.0081U | Title 5 Felony Terrorist Threat (EC 37.0081) | Discretionary |
| 37.0081V | Title 5 Felony Aiding Suicide (EC 37.0081) | Discretionary |
| 37.0081W | Title 5 Felony Tampering With Consumer Product (EC 37.0081) | Discretionary |
| 37.0081X | Title 5 Felony Harassment By Persons In Certain Correctional Facilities; Harassment Of Public Servant (EC 37.0081) | Discretionary |
| 37.0081Y | Title 5 Felony Aggravated Robbery (EC 37.0081) | Discretionary |
| DOI | Offense Identified in District of Innovation (DOI) Plans Provided by Sending ISD* | Discretionary |
| PC46.03 | Places Weapons Prohibited: Location-Restricted Knife (PC 46.03) (Students at least 18 years of age, or for students of any age, if the offense occurs at a restricted location.)* | Discretionary |
| 37.0052 | Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior* | Discretionary |