



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 20, 2025

Agenda Section: Consent

Agenda Item Title: MOU between San Antonio Municipal Court Juvenile Services Department and SSAISD

From/Presenters: Dr. Jennifer Gutierrez, Deputy Superintendent

Description: The purpose of this MOU is to establish a collaborative relationship between the Parties to support truancy prevention and intervention through the Juvenile Court Case Manager (JCM) Program, in accordance with House Bill 2398. The Court will implement court-based interventions, including case management, referrals, and monitoring. These services will be utilized to address unexcused absences and promote school engagement. In support of this effort, both parties agree to share relevant student attendance and case data consistent with FERPA and applicable state law, to ensure effective coordination and outcome tracking.

Historical Data: SSAISD and the City of San Antonio Municipal Court Juvenile Services Department have been in this partnership since the 2015-2016 school year.

Recommendation: Approve the MOU between SSAISD and the City of San Antonio Municipal Court Juvenile Services Department

Purchasing Director and Approval Date: N/A

Funding Budget Code and Amount: N/A

Goal 4: SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN ANTONIO MUNICIPAL COURT JUVENILE SERVICES DEPARTMENT
and
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT (ISD)**

This Memorandum of Understanding (“MOU”) is entered into by and among the San Antonio Municipal Court (“Court”) acting by and through Presiding Judge Carla Obledo and South San Antonio ISD, acting by and through _____ its authorized representative (“District”). The entities may be referred to collectively as the “Parties.”

I. PURPOSE

The purpose of this MOU is to establish a collaborative relationship between the Parties to support truancy prevention and intervention through the Juvenile Court Case Manager (JCM) Program, in accordance with House Bill 2398. The Court will implement court-based interventions, including case management, referrals, and monitoring. These services will be utilized to address unexcused absences and promote school engagement. In support of this effort, both parties agree to share relevant student attendance and case data consistent with FERPA and applicable state law, to ensure effective coordination and outcome tracking.

II. TERM AND TERMINATION

- 2.1 This MOU is effective on the date it is signed by all parties and will remain in effect until date terminated.
- 2.2 Either party may terminate this agreement, with or without cause, by providing the other party thirty (30) days written notice of its intent to terminate.

III. AMENDMENTS

This MOU may be amended by mutual agreement of the Parties, evidenced in writing, and signed by its authorized representative.

IV. PARTY RESPONSIBILITIES

- 4.1 District shall:
 - 4.1.1 Conduct initial truancy intervention(s) intended to notify and educate the student and/or parent of the attendance concern and district/campus policies. These interventions can include:
 - a. Phone conference or meeting with student and/or parent;
 - b. Warning Notice;

- c. Individualized Attendance Plan (IAP);
 - d. When student or parent cannot be reached, District should have documentation to show the attempts, if needed; and/or
 - e. Campus/district forum with or without JCM collaboration.
- 4.1.2 Request assistance from the Court through an assigned JCM(s) by providing a list of the students on the provided template (Appendix A). List must be submitted at least two weeks prior to event.
 - 4.1.3 Follow the Court's referral requirements (Appendix B).
 - 4.1.4 Provide a copy of sign-in sheets from all campus-based interventions for which that JCM or Court resources are utilized.
 - 4.1.5 Provide reasonable access to student records and database information for JCM to facilitate truancy interventions and allow for proper data collection to be used for reporting purposes.
 - 4.1.6 Permit Court staff to use its facilities to conduct requested truancy interventions.
 - 4.1.7 Remain responsible for the safety and welfare of its students and staff. Nothing herein contained shall be construed as a limitation on the responsibility of the Court in respect to providing care for District students and staff.
 - 4.1.8 Provide access to private, locked office space in the assigned school and ancillary use of common space within the Facility, including restrooms, conference rooms (subject to proper reservation and priority to District use), break rooms, and staff/student meeting rooms (subject to proper reservation and priority to District use).
 - 4.1.9 Encourage campus-staff to work in collaboration with JCMs.
 - 4.1.10 Include on-site JCM in staff emergency plan trainings and/or provide individual training with Court staff on emergency and evacuation plans, codes, and announcements.
 - 4.1.11 Upon request and within reason, provide data (that cannot be obtained with the current JCM access) to allow for program evaluation.
- 4.2 Court shall:
 - 4.2.1 Assign a JCM and Senior JCM to work with the District.
 - 4.2.2 Abide by the rules and policies of the District while the Court is engaged in district-related activities.

- 4.2.3 Take all reasonable steps to ensure student and District information Court has access to remains confidential.
 - 4.2.4 Court staff must sign and abide by the Acceptable Use Policy (AUP) agreement requiring adherence to the District's technology recourse policies.
 - 4.2.5 Provide truancy interventions (Appendix C) which can include Forums, JCM Agreements, Court Mediation, Teen Court, Community-based services, or other services intended to address a student's truancy or family's needs in accordance with the Truancy Prevention and Intervention Grant.
 - 4.2.6 Provide District with notes and information obtained through communication with families and students.
 - 4.2.6 Email and/or mail notices of mutual events.
- 4.3 Both Parties shall:
- 4.3.1 Coordinate scheduling of the dates, times, locations, and other arrangements for Court interaction to ensure the proper coordination of both Party's needs and programming.
 - 4.3.2 Act in good faith and cooperate with one another to implement the intent and purpose of this Agreement. Both parties will work out the details of the administration needed to fulfill the needs of the Juvenile Services Program, without interfering with the operations of the District.
 - 4.3.3 Maintain adequate liaison with one another, make changes that may be advisable within the terms of this Agreement, and discuss any problems that may arise concerning their affiliation as created by this Agreement.

V. Data Sharing and Confidentiality

- 5.1 Purpose of Data Sharing. To ensure effective coordination of truancy prevention and intervention services, the Parties agree to exchange data as necessary to support referrals, case management and outcomes tracking.
- 5.2 Confidentiality and Compliance. Each party shall take appropriate measures to protect the confidentiality of all student information, including maintaining secure systems and limiting access to authorized personnel.
- 5.3 Data Access and Storage. Access to shared data shall be limited to staff members with a legitimate need to know. Each party will store and manage data securely using password protected systems and encryption where applicable.

- 5.4 Breach Notification. In the event of any authorized disclosure or data breach, the disclosing party shall notify the other party promptly and take corrective action in accordance with applicable law and internal policies.

VI. LIABILITY AND INDEMNIFICATION

- 6.1 Both parties are a political subdivision of the State of Texas. As governmental entities they are self-insured, subject to, and compliant with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, et. seq., and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. The parties shall each promptly notify the other in writing of any claim or demands that become known against them in relation to or arising out of activities under this Agreement.

- 6.2 No employee-employer relationship exists between the Court and District.

VII. INSURANCE

District and Court each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

VIII. CONSTRUCTION, JURISDICTION, AND VENUE

The Parties agree that this MOU will be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce its terms or adjudicate any dispute arising out of it will be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas.

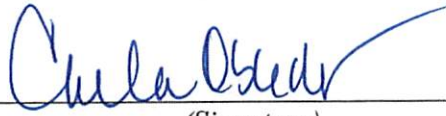
IX. AUTHORITY

Each of the signers of this Agreement Represents and warrants that they each have the authority to execute this MOU on behalf of their respective governing entities. This MOU shall be signed in duplicate originals so that each party shall have an original.

This MOU has been fully executed as of the date of signature of the last party to sign.

Effective this _____ day of _____, 2025.

SAN ANTONIO MUNICIPAL COURT



(Signature)

Printed Name: Carla Obledo

Title: Presiding Judge

Date: 9/16/25

**SOUTH SAN ANTONIO
INDEPENDENT SCHOOL DISTRICT**

(Signature)

Printed Name:

Title:

Date:

Approved as to Form:



(Signature)

Printed Name: Savita Rai

Title: Asst City Atty

District's Legal Advisor (optional):

(Signature)

Printed Name:

Title:

Attachments: Appendices A-F

APPENDICES

Appendix A: Truancy Referral List Template

This appendix outlines the designated template for the District to use, in collaboration with the Juvenile Court Case Manager (JCM), when submitting a list of students being referred for truancy intervention.

Appendix B: Referral Protocol

This appendix outlines the referral process and designated contacts between District and San Antonio Municipal Court Juvenile Services Department as part of the Juvenile Court Case Manager (JCM) Program.

2025-2026 School Year Referral Criteria

- a. High school students must have an attendance percentage of 70% or above when referred to JCM for any intervention level.
- b. Elementary and middle school students have no limit on attendance percentage for referral to JCM.
- c. Campus and/or district must have completed, or made multiple attempts to complete, truancy interventions prior to referral to JCM.
- d. Prior truancy interventions should have been completed, or multiple attempts to complete, truancy interventions prior to mediation.

2026-2027 School Year Referral Criteria (Proposal)

- a. High school students (9th grade only) must have an attendance percentage of 70% or above when referred to JCM for any intervention level.
- b. Elementary and middle school students have no limit on attendance percentage for referral to JCM.
- c. Campus and/or district must have completed, or made multiple attempts to complete, truancy interventions prior to referral to JCM.
- d. Prior truancy interventions should have been completed, or multiple attempts to complete, truancy interventions prior to mediation.

Appendix C: Truancy Interventions

This appendix lists the various interventions and programs that Municipal Court staff may utilize to address truancy.

1. Attendance Letters
2. Forums
3. JCM Agreements
4. Mediation
5. Transition Meetings

6. Re-Enrollment Dockets
7. Under-Credited Dockets
8. Senior Summits

Appendix D: JCM Agreement

Appendix E: Mediation Contract

Appendix F: Re-Enrollment Agreement

Juvenile Service's MC Template 2025

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San Antonio Municipal Court Juvenile Services' Referral Protocol

This document outlines the referral process and designated contacts between school districts and San Antonio Municipal Court Juvenile Services Department as part of the Juvenile Court Case Manager (JCM) Program.

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San Antonio Municipal Court Juvenile Services' Truancy Interventions

Educational/Early Interventions

Attendance Letter

What is it? The attendance letter is a notice from the Municipal Court that a student has become, or will become, truant. This is an early intervention and should be used to encourage families to contact the district to resolve the issue.

What is the goal: To inform parents/guardians that their child's attendance already is, or at risk of becoming, in violation of Texas school attendance laws. Encourage the family to contact their campus/district and take immediate steps to ensure the student attends school every day.

What District can expect from Municipal Court:

- JCM will send the attendance letter, via email and/or mail

What Municipal Court needs from District:

- A list of student's contact information at least 2 weeks prior to desired delivery date
- Name and contact information of campus or district staff.

Who is there? N/A

Where is it held? N/A

When are these interventions/events held? This letter is usually mailed within the first few absences that the school notified the JCM.

Forum

What is a Forum? A Forum is an educational session to inform parents about Texas truancy law (HB 2398) and district attendance policies. Forums are hosted by the school district/campus and a JCM may attend to cover HB 2398 and the Municipal Court partnership.

What is the goal: To help educate families on the truancy law, provide families an opportunity to ask questions, gain a better understanding of district truancy policies, and receive guidance on how to address school attendance issues. The forum may also help bridge any disconnect between parents and schools, as well as, encourage stronger collaboration and support for student success.

Appendix C

Truancy Interventions

What District can expect from Municipal Court:

- Letters to be mailed/emailed
- JCM may attend as a guest speaker (requires coordination with JCM and JCM availability)

What Municipal Court needs from District:

- List of families at least 2 weeks prior to event
- Facility/space to hold the meeting
- Proposed dates for events
- Confirmation if JCM needs to speak at the event
- District and/or campus contact staff with phone number

Who is there?

- JCM
- School Reps/Admins
- Student and Family

Where is it held? School location of choice

When are these interventions/events held? Ideally, within the first few absences, to help educate the families earlier.

JCM Agreements

What is a JCM Agreement? A truancy prevention measure in the form of a written agreement signed by the student, parent, and Juvenile Case Manager (JCM). It can take place in a group or individual setting.

What is the goal:

- Support schools with early attendance interventions
- Identify and address barriers to regular attendance
- Discuss a plan for improved attendance
- Avoid formal court proceedings

What District can expect from Municipal Court:

- Assistance with truancy prevention through JCM agreements
- Support from the JCM in facilitating these events
- Regular attendance checks by JCM

What Municipal Court needs from District:

- For a group setting with letter invites-
 - List of families to be invited at least 2 weeks prior
- Facility/space to hold the meeting (typically School of Choice)
- Proposed dates for events/meetings
- District should coordinate event/meetings with JCM

Appendix C

Truancy Interventions

Who is there?

- School employee(s)
- District representative
- JCM
- Parent and student (12+)

Where is it held?

- District's choice of school location

When are these interventions/events held?

- Dates are set by schools and JCMs

Mediation

What is Mediation? An informal court proceeding used after prior school-level interventions have been attempted. Typically, students have 10+ unexcused absences to qualify.

What is the goal:

- Provide structured intervention to address continued attendance issues
- Avoid escalation to formal court while reinforcing school attendance expectations

What District can expect from Municipal Court:

- Mailing of court letters
- Scheduling of court dates
- Monitoring support from JCM

What Municipal Court needs from District:

- List of students 3 weeks prior
- Copy of attendance and grades
- Any recommended or requested requirements (ex. Saturday school)

Who is there?

- Juvenile Case Manager (JCM)
- School district/ campus representative
- Municipal Court Judge

Where is it held?

- Municipal Court- 401 S. Frio San Antonio, TX 78207

When are these interventions/events held?

- Typically, Mondays, Wednesdays, and Thursdays depending on Judge's availability

Process:

- District submits list of students 3 weeks prior (*See Referral Protocol*)
 - Lists are 50 families

Appendix C

Truancy Interventions

- District must confirm campus/district interventions have been attempted or completed
- JCM sends letters to families with court appearance dates
- Student (12+) and parent must appear in court
- Brief conversation with municipal judge
- Family is placed on a Truancy Mediation contract (60-90 calendar days)
- JCM monitors attendance during contract
- JCM may refer student back to school for further steps if attendance does not improve

Senior Summit

What is Senior Summit? Senior Summit is a collaborative effort between the district, the Municipal Court, and numerous community partners. It addresses seniors that are at risk of not graduating primarily due to attendance issues.

What is the goal? These are positive, non-punitive events intended to motivate and encourage our seniors to graduate.

What can the district expect from Municipal Court?

- Letters sent with Municipal Court logo and letterhead
- Organize and host the event
- JCM monitor senior's attendance while JCM agreement is active
- Copy of sign-in will be provided to the district by the end of the day, for attendance purposes, in lieu of an excuse

What does the Municipal Court need from the district?

- Provide the list of seniors at least 2 weeks prior or given due date
- Support from their district staff/resources on the day of the event
- Follow-up on graduation status of all invited seniors at the end of the school year
 - Data will be needed for seniors that attended and those that did not
 - Template will be provided
- Feedback on Summit

Who is there?

- Community partners including Communities in schools, colleges and universities, Texas Workforce, and Military recruiters. We are looking at having various resources for the student and their families to utilize while here.
 - These community partners help set the seniors up for what could be next after graduation.
- District support at the court, which could include an admin or counselor, their district attendance staff, college/career readiness counselor, senior success coaches, etc.
- JCM and other Municipal Court staff
- Municipal Court judges
- City council members, if available

Appendix C
Truancy Interventions

Where is it held?

- San Antonio Municipal Court- 401 S. Frio St, San Antonio, TX 78207

When are these interventions/events held?

- Summits can be held at any point of the year. Court will do its best to accommodate the district's preference.

Process:

- Families will have the opportunity to meet with a judge, district staff, and a JCM individually.
- Families will meet with community resources.
- District will receive an update with specific times, locations, and processes prior to the event.

Transition Meetings

What are Transition Dockets? Transition dockets are forums for parents and students moving from 5th to 6th as well as 8th to 9th grade in the next school year, but attendance has been a concern.

What is the goal: The goal is to educate families on how attendance is tracked and handled differently at the next grade level. Provide families with resources for success.

What District can expect from Municipal Court:

- JCM will send invites to families via mail/email
- JCM will speak at the meeting regarding the truancy law.

What Municipal Court needs from District:

- District should provide the list at least two (2) weeks in advance.
- District representative from middle school to discuss 6th grade policies and expectations and a high school representative to discuss 9th policies and expectations.
- District and JCM can collaborate on whether JCM Agreements will be completed or not.

Who is there?

- JCM
- District/campus staff
- Student and parent/guardian

Where is it held?

- School location, or
- Municipal Court- 401 S. Frio St., San Antonio, TX 78207

When are these interventions/events held?

- Ideally, these meetings are held beginning in late-April and can continue throughout the summer

Re-Engagement Dockets **Leavers and/or Under-Credited Student Dockets**

What are Re-Engagement Dockets? Re-Engagement dockets are a collaborative initiative aimed to re-engage students that are considered leavers, movers, or over-aged and under-credit. The focus is on students that have withdrawn from school and are not registered in any educational program, did not attend school at the beginning of the current school year, or are significantly behind in credits.

What is the goal: The goal of re-engagement

- Get students re-enrolled at their former campus
- Update enrollment status
- Find new alternatives to complete/ continue their education.

What District can expect from Municipal Court:

- Letters mailed/email
- Host and coordinate docket
- Educational material on school alternatives
- Re-Enrollment Agreement (30 days to show proof of enrollment), Or
- JCM Agreement (30 days to decide if student will continue at current campus or would like to find an alternative)
- JCM follow up

What Municipal Court needs from District:

- List of those students that have withdrawn, not attended, or whereabouts unknown (due 2 weeks prior to event)
- List of students that the district/campus considers over-aged, under-credited and may benefit from learning about alternative options.
- District/campus staff available on the day of event
- District's re-enrollment or alternative options

Who is there?

- JCM and court staff
- District/campus representatives
- Community educational resources/Alternative options (if available)
- Student and Family

Where is it held?

- Municipal Court- 401 S. Frio St., San Antonio, TX 78207

When are these interventions/events held?

- September and May: 1st and 3rd Friday of the month
- November, January, and March: 1st Friday of the month

**MUNICIPAL COURT**

Student Name: _____

Student ID#: _____

District: _____

School: _____

Consent to Terms of Juvenile Case Manager (JCM) Agreement

We hereby voluntarily agree to participate in the terms of this JCM agreement as outlined below, to beginning on _____ and ending on _____.

Parent/Guardian Agrees:

- Send my child to school on time every day.
- Enroll and utilize parent portal to monitor my child's attendance on school web page.
- Turn in parent or medical notes in accordance with school policy.
- Other:

Student Agrees:

- Improve attendance by attending each class regularly without any unexcused absences.
- Turn in notes (parent or medical) in accordance with school policy.
- Meet with my administrator or counselor regarding attendance recovery or credit recovery.
- Other:

We understand that failure to comply with the terms listed above will terminate this Agreement and the school district may take legal action.

Parent/Guardian Name (Printed)	Parent/Guardian Signature ()	
Parent/Guardian Email	Parent/Guardian Phone Number	
Parent/Guardian Name (Printed)	Parent/Guardian Signature ()	
Parent/Guardian Email	Parent/Guardian Phone Number	
Student Name (Printed)	Student Signature	Student Phone Number ()
Juvenile Case Manager	JCM Signature	JCM Phone Number

Appendix E
Mediation Contract

SCHOOL DISTRICT: _____ **SCHOOL NAME:** _____
STUDENT: _____ **STUDENT ID#:** _____

TRUANCY MEDIATION CONTRACT

CONSENT TO TERMS OF TRUANCY MEDIATION CONTRACT

Contract Term: _____ to _____

Parent agrees:

1. I will monitor my child's attendance by enrolling in and utilizing the district's parent portal account.
2. I will immediately notify the court if my child is charged with a criminal offense.
3. I will help my child to improve their attendance for the term of this contract, assure they attend school without any unexcused absences, and they are turning in notes (parent or medical) in accordance with school policy.
4. I will provide timely excuses when my child is absent from school, including partial days.
5. Other conditions as enumerated below:

- ☐ Meet with student's counselor / admin by: _____
 ☐ Counseling
☐ Parenting program
 ☐ Other: _____
☐ Contact Juvenile Case Manager: _____ monthly

Student (12+ and present) agrees:

1. I will not receive any unexcused absences, tardies, or disciplinary referrals.
2. I will not engage in criminal conduct.
3. I will improve my attendance for the term of this contract, attend school (every class) without any unexcused absences, and turn in notes (parent or medical) in accordance with school policy.
4. If I have lost credits or am failing classes, I will meet with my school administrator or counselor regarding an attendance/credit recovery plan, including, but not limited to: credit recovery, attendance recovery, summer school, tutoring and/or Saturday school.
5. Other conditions as enumerated below:

- ☐ Attendance Recovery / Credit Retrieval
 ☐ Tutoring
☐ Meet with student's counselor / admin by: _____
 ☐ Community service: _____ hours
☐ Contact Juvenile Case Manager: _____ monthly
 ☐ Counseling
☐ Other: _____
 ☐ Municipal Court Program: _____

If I successfully fulfill the terms of the contract all records relating to my participation in the Mediation will be removed.

I also understand that failure to comply with the terms listed above may result in extension of this contract or may result in termination of this agreement and the school district may proceed with filing a formal case against me.

Received, agreed to, and signed this on: _____ Received, agreed to, and signed this on: _____

Guardian Name: _____ **Student Signature:** _____

Guardian Signature: _____

Juvenile Case Manager: _____ **JCM Signature:** _____

Appendix F
Re-Enrollment Agreement



MUNICIPAL COURT

Student Name: _____

Student ID#: _____

Date of W/D: _____

School: _____

W/D Reason: _____

District: _____

Consent to Terms of Re-Enrollment Agreement

We hereby voluntarily agree to participate in this re-enrollment agreement as outlined below, to beginning on _____ and ending on _____. The goal of this agreement is to help a student, that is not currently enrolled in an educational program, to enroll and prevent student from being identified as a drop-out. Educational programs can include private, public, and charter schools, as well as home school, online, and GED programs.

Enroll in an educational program by: _____

Provide proof of enrollment to

- School/District staff _____
- Juvenile Court Case Manager _____

Other/Note: _____

Parent/Guardian Name (Printed)

Parent/Guardian Signature

Parent/Guardian Email

() _____
Parent/Guardian Phone Number

Student Name (Printed)

Student Signature

() _____
Student Phone Number

Juvenile Case Manager

JCM Signature

() _____
JCM Phone Number