



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 08/05/25

Item Title: Inter-Local Cooperation Agreement  
And Memorandum of Understanding  
With Cameron County JJAEP Program

X Action  
Information  
Discussion

## **BACKGROUND:**

The Board of Trustees and Juvenile Board are required to annually enter into a Memorandum of Understanding that outlines the responsibility of the Juvenile Board regarding operations of the Juvenile Justice Alternative Education Program (JJAEP) in San Benito, Texas. Financial compensation at per diem of \$86.00 dollars per day for each mandated placement will be charged and paid by the Texas Juvenile Justice Department. The Brownsville Independent School District (BISD) in turn agrees to pay Cameron County Juvenile Alternative Education Program (JJAEP) a per diem rate of \$120 per day plus mileage (\$1.50 per mile) for all discretionary placed student(s) for a term not to exceed 45 days. Placement priority shall be first given to all mandatory placements with available slots then being used for any and all discretionary placements. *Special Note: This agreement has been reviewed and approved by our Staff Attorney.*

## **FISCAL IMPLICATIONS:**

Local Fund 199 budgets \$120.00 dollars per day for each discretionary placement (student) plus an additional \$1.50 per mile for transportation. A total estimated fiscal implication not to exceed \$50,000.00 for the 2025-2026 school year is anticipated.

## **RECOMMENDATION:**

Recommended approval to enter into Inter-Local Cooperation Agreement and Memorandum of Understanding between the Cameron County Juvenile Justice Alternative Education Program and the Brownsville Independent School District for 2025-2026 school year. A total estimated fiscal implication not to exceed \$50,000.00 for the 2025-2026 school year is anticipated.

  
Submitted by: Principal/Program

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas

Reviewed by: Staff Attorney

Dr. Nellie Cantu

Approved by: Chief Officer

  
Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

**INTERLOCAL COOPERATION AGREEMENT  
AND MEMO OF UNDERSTANDING FOR  
CAMERON COUNTY  
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM  
2025-2026**

This Agreement is entered into by and among the **COUNTY OF CAMERON**, and each of the Cameron County Independent School Districts participating in the **Cameron County Juvenile Justice Alternative Education Program**:

WHEREAS, the County of Cameron, and the participating Cameron County School Districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act, hereinafter "the Act" codified as Chapter 791 of the Government Code of Texas; and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually; and;

WHEREAS, Section 37.011 of the Texas Education Code requires the provision of a "juvenile justice alternative education program" by the juvenile board of a county with a population greater than 125,000, and the Cameron County Juvenile Justice Board developed such a program for the 1997-98 school year and thereafter, with the participation of the school districts subscribing hereto, and continues under this modified cooperative agreement for school year **2025-2026**; and

WHEREAS, the parties concur that the educational component of the Cameron County Juvenile Justice Alternative Education Program can be administered most efficiently at a centralized location within the geographic boundaries of Cameron County, and the parties desire to engage the County of Cameron to serve as Fiscal Agent for the County and each of the participating districts, for the education of students assigned to the Cameron County Juvenile Justice Alternative Education Program;

WHEREAS, Section 37.006 (c) and as per House Bill 968, adds Aggravated Robbery as an expellable offense and mandatory removal to an alternative education setting, including the JJAEP, if the offense occurs off campus and not at a school related event and if the student gets deferred prosecution or is adjudicated a delinquent for the offense or the superintendent has reasonable belief the student engaged in the conduct. As per section 37.008, it allows a district to remove a student until the student graduates, charges are reduced to a misdemeanor or dismissed; or the student completes the term of placement or assigned to another program. Also, if the student's presence in the

regular classroom threatens the safety of other students; will be detrimental to the educational process; or is not in the best interest of the district's students.

WHEREAS, TEC 37.007 (c) and as per House Bill 968, makes three changes to TEC 37.011 to accommodate "serious misconduct" was for a student to be expelled for "serious misconduct" that violates a district's student code of conduct while in an alternative setting, **eliminates** a district's ability to expel for "serious misbehavior". It keeps the ability to expel for documented "serious misbehavior" which is defined to mean; deliberate violent behavior that poses a direct threat to health and safety of others; extortion (gaining of money or property by force or threat)

**Defines "serious misbehavior: to mean; (Coercion as defined by Penal Code Section 1.07)**

**(A) to commit an offense**

**(B) to inflict bodily injury in the future on the person threatened or another;**

**(C) to accuse a person of any offense;**

**(D) to expose a person to hatred, contempt, or ridicule;**

**(E) to harm the credit or business repute of any person or;**

**(F) to take or withhold action as a public servant, or to cause public servant, or to cause a public servant to take or withhold action.**

**Defines "serious misbehavior" to mean:**

**(A) Public lewdness (PC 21.07)**

**(B) Indecent exposure (PC21.08)**

**(C) Criminal mischief (PC 28.03)**

**(D) Personal Hazing (TEC 37.152)**

**(E) Harassment (PC 42.07 (a(1) of a student or employee**

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the parties as follows:

**I.**

**1.01** The Cameron County Juvenile Justice Alternative Education Program (JJAEP) shall be subject to a written operating policy developed by the Cameron County Juvenile Justice Board and submitted to the Texas Juvenile Justice Department for review and comment. The terms and conditions of this Interlocal Cooperation Agreement shall not be modified or superseded by the subsequent promulgation of such operating policy, but shall become a part of such policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in written form and formally agreed to by the appropriate officers of the participating parties.

## **II.**

**2.01.** Cameron County shall designate the site for the operation of the JJAEP, understanding that if it becomes necessary to relocate the program, the County shall do so at its expense, informing each participating school district of its intention and relocation efforts. Cameron County shall contract with a provider or provide direct administration of the education aspects of the campus. It is agreed that the Program shall consist of 180 instructional days, as mandated by Texas Education Code §37.011(f), such instructional days shall be identified by the Juvenile Justice Alternative Education Program and approved by the Texas Juvenile Justice Department.

**2.02.** Cameron County shall serve as the Fiscal Agent of the Program. As Fiscal Agent, the County of Cameron shall function as agent for and on behalf of the County of Cameron and all participating school districts. Cameron County shall ensure appropriate educational personnel serve the program on a day-to-day basis in accordance with policies promulgated and/or adopted by Cameron County in accordance with the **2004** state standards as set forth by the Texas Juvenile Justice Department. Where such policies and/or standards are silent, the educational program shall be administered according to the operating policies and procedures of the County of Cameron, as reviewed and approved by official action of the Cameron County Juvenile Board.

**2.03.** As Fiscal Agent, the County of Cameron shall prepare the program application and budget and shall disburse program funds applicable to educational services. The Program shall contain educational staffing and facilities for a "preferred" one-to-sixteen teacher to student ratio, but not to exceed a one-to-twenty-four teacher to student ratio. The County will meet the state standard minimum of one-to-twelve staff to student ratio. As Fiscal Agent, the County of Cameron further shall be responsible for supervision and oversight of the programs and practices relating to educational personnel serving the campus and program, its maintenance of all educational records applicable to the program, its correspondence with assigned students' home districts with regard to status and ultimate disposition of each assigned student, and its provision of necessary curriculum and other such responsibilities normally associated with administration and provision of educational services. As Fiscal Agent, the County of Cameron shall maintain a separate, stand-alone budget for the Program. The Program funds shall be audited under the provisions governing Cameron County and the Texas Juvenile Justice Department with all applicable state standards taking precedence.

## **III.**

**3.01.** (a) The County of Cameron shall develop the Cameron County Juvenile Justice Alternative Education Program to serve students who have been mandatorily expelled under Texas Education Code §37.007(a), (d), or (e). Each participating Cameron County School District agrees that, to be eligible for placement in the Cameron County Juvenile Justice Alternative Education Program, students expelled from any

Cameron County School District shall be expelled for a period not to exceed one hundred eighty (180) attended school days with an optional 90 day review, or a minimum of 90 attended school days if one semester is not remaining in the school term. If a student is scheduled to complete their 180 days at the JJAEP within 10 days of the State Testing dates, a transition hearing will need to take place prior to testing so that the student can test with their home district. If slots are available, students can be accepted as a discretionary placement to the JJAEP for a minimum period of 45 attended days if the student is expelled on a serious misbehavior referral, Title 5 felony offense referral, or is a registered sex offender. The JJAEP has the discretion to review the student's profile and has the discretion to accept and/or deny JJAEP placement if it's in the student's best interest. Discretionary placements may not exceed 90 days placement, all Transition Hearings must be held prior to the 90 days especially during State Testing. The JJAEP has the discretion to schedule a Review Hearing and transition the student to their home School District based on the students behavior.

**3.01. (b)** Once a student has been expelled to the Cameron County Juvenile Justice Alternative Educational Program for a Mandatory offense and the offense has been declined or dismissed by the Court, the student must return to their home district. If the mandatory offense has been downgraded, the student will remain at the JJAEP until the student's 90 day review is scheduled. At that time, it is the school districts discretion to have the student return to their prospective campus or finish their Mandatory term.

**3.01. (c)** Each participating school district agrees to pay the County of Cameron a per-diem rate of **\$120.00 per day** plus mileage for each of its expelled students if it opts to place students in the Cameron County Juvenile Justice Alternative Education Program on the basis of a discretionary expulsion.

**3.02.** The expenses of the educational program for students expelled under §37.007(a), (d), or (e) of the Texas Education Code shall be borne by the County of Cameron whose provisional financial compensation shall be from the Texas Juvenile Justice Department **at a per-diem of \$86.00 per day for each (mandated) expelled child meeting this definition. Please note that the Texas Juvenile Justice Department will determine the per-diem rate for each mandatory expulsion and can increase or decrease it throughout the school year.**

**3.03.** When an expelled student who has been placed in the Cameron County Juvenile Justice Alternative Education Program moves out of the boundaries of the participating school which expelled him/her, and becomes a resident within the geographical boundaries of another participating school district under this Agreement, the receiving school district shall have the option of continuing the expulsion under the terms of the Cameron County Juvenile Justice Alternative Education Program School District, or placing the student in its own, if applicable, alternative education program for the period

specified in the expulsion order, or of allowing the student to attend regular classes without completing the period of expulsion. The receiving school district under this Agreement will undertake the responsibility for paying any Cameron County Juvenile Justice Alternative Education Program operation costs and local school district related costs, such as transportation and special education services as but two examples, for that student expelled for reasons other than Texas Education Code §37.007 (a), (d), or (e), as of the effective date of the change of residence. The Fiscal Agent will adjust each affected school district's accounting, upon notice of student changes in residence.

**3.04.** School Districts, whose students are expelled for reasons other than those found in Section §37.007 (a), (d), or (e), of the Texas Education Code, shall, in their sole discretion, determine on an individual case by case basis whether to provide alternative education program services to expelled students through the Cameron County Juvenile Justice Alternative Education Program (J.J.A.E.P.) or through an alternate district-provided alternative education program. Should the school district, in its own discretion, seek to expel a student to the Cameron County J.J.A.E.P., **an expulsion hearing must be held to identify the eligibility and appropriateness of expelling the student to the Cameron County J.J.A.E.P. The JJAEP Administrator must be notified in advance or designee shall be present for each expulsion hearing. If the JJAEP Administrator is unable to attend a designee will be present. The JJAEP Administrator or Chief Executive Officer will have the final authority to decide if service can be provided, and if the student will be admitted into the JJAEP. Only students expelled by the school districts will be accepted if they meet criteria.**

**3.05.** The Fiscal Agent hereby agrees to send monthly statements to each participating school district, and the parties to this Agreement hereby agree to make their operation cost payments to the Fiscal Agent on or before the 10th day of the month following receipt of that accounting. Interest of five percent (5%) annually will be assessed against delinquent amounts not received by the Fiscal Agent as of that date, and the parties hereby agree to pay such interest penalties if sums are not duly and timely paid under this Agreement. Upon failure to pay sums due and owing, upon demand, and payment not being received within ten days of receipt of demand, the parties agree that they may be terminated as a participating member of this Agreement, and all available remedies are available to the Fiscal Agent to enforce payment of sums due and owing. Any collection actions shall be brought in the name of the County of Cameron, which shall bear all expenses of collections. The parties hereby agree to pay necessary attorney fees and costs in such collection, if any, if its participating school district is delinquent.

**3.06.** Nothing herein shall burden any participating school district with responsibility for underwriting or providing services or accommodating student placements beyond the term of this Agreement. This program shall be submitted to the Texas Juvenile Justice Department for approval pursuant to Texas Education Code §37.011, but should additional obligations be deemed required of the County and/or Juvenile Board for this program to fully qualify under that statute prior to its **August 26,**

2025, deadline, the participating school district parties to this cooperative program are under no contractual duty to share such additional obligations or expand the program beyond the term of this Agreement during the school year 2025-2026, without mutual consent.

#### IV.

**4.01.** As Fiscal Agent, on or before August 27<sup>th</sup> of each year, beginning on **August 26, 2025**, the County of Cameron and/or its vendor shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the Cameron County Juvenile Justice Alternative Education Program during the coming year. The parties concur that a minimum staff-to-student ratio of educational staffing and facilities for a "preferred" one-to-sixteen teacher to student ratio, but not to exceed a one-to-twenty-four teacher to student ratio, meeting the state standard of a minimum of one-to-twelve staff to student ratio, shall be adequate for the program. Teacher payrolls, pro-rated administrative payrolls, educational supplies and equipment shall be included in the educational services budget. Responsibility for any medical needs shall be the sole responsibility of the parents of the JJAEP student. Counseling services shall be the province and duty of the County of Cameron, or the contracted provider of services, with the exception of educational counseling services provided by the school district. The budget may be amended if County-funded budget needs change during the year, without the concurrence of the participating districts; however, the County of Cameron and the participating school districts hereby specifically agree that nothing herein, nor in any court order, shall by unilateral County action require the participating school districts involuntarily to incur added expense other than as set forth in this Agreement.

#### V.

**5.01.** For purposes of accountability under Chapter 37 of the Texas Education Code, a student enrolled in a juvenile justice alternative education program through mandatory expulsion status, or after having undergone expulsion for other than §37.007(a), (d), or (e), is reported as if the student were enrolled at the student's assigned campus in the student's regularly assigned education program, including a special education program. Academically, the mission of the Cameron County Juvenile Justice Alternative Education Program shall be to enable students to perform at grade level. Using the system of accountability developed and implemented by the Texas Juvenile Justice Department, with the agreement of the Commissioner of Education, consistent with Chapter 37 of the Texas Education Code, the Cameron County Juvenile Justice Alternative Education Program shall assure that students make progress toward grade level while attending the Program.

**5.02.** The Cameron County Juvenile Justice Alternative Education Program shall focus on English language arts, mathematics, science, social studies, and self-discipline, and as otherwise required by statute. Each participating school district shall consider course credit earned by a student while in a juvenile justice alternative education program

as credit earned in a district school. The Program shall administer assessment instruments under Sub-Chapter B, Chapter 37 of the Texas Education Code, and shall offer a high school equivalency (G.E.D.) program. The Cameron County Juvenile Board, or the board's designee, or contracted provider of educational services, agrees that the School District, expelled student, and parent or guardian of each student, shall have established a plan for assuring the student's progress towards meeting high school graduation requirements by developing a specific graduation plan for the student, prior to the student's admittance into the Cameron County J.J.A.E.P. The Program is not required to provide a course necessary to fulfill a student's high school graduation requirements other than a course as specified above by law.

**If a student that is expelled to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply;**

- a) The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.
- b) The JJAEP staff will assist with the completion of the necessary referrals 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 JJAEP cannot provide the service and the School District is notified of the need to provide that service.
- c) If a student is receiving special education services (i.e.: counseling) the school district will be responsible for ensuring that the counseling service is being provided.
- d) The school district will be required to assign a counselor to the expelled student at the JJAEP.
- e) The school district is also responsible in scheduling any 504's/Placement/ARD's and evaluations while the student is attending the JJAEP.
- f) It is also imperative that prior to a child being enrolled at the JJAEP, that all current special education paperwork is provided to the JJAEP (i.e., BIP's, evaluations, FIE's, REED's and ARD paperwork etc.) as defined by state standards. JJAEP requires all documentation within ten days of enrollment.

**If a student has been identified as English as a Second Language Learner (ESL), whether general or special education, the following procedures apply:**

- a) School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:
  - i. The student's dominant oral and written language;

- ii. **The student's level of oral and written language proficiency; and**
- iii. **Type, level, frequency and duration of instruction and/or support services.**
- b) **The School District may provide, upon availability, training to JJAEP personal to facilitate accommodations necessary for English Language Learners.**
- c) **The JJAEP will provide direct instruction by a certified Bilingual/ESL teacher.**

**5.03.** The participating home district of each such student shall cooperate fully in making such reports and accepting such accountability. All Public Education Information Management System (PEIMS) reporting requirements for the students placed in the program shall remain the responsibility of the home district, and all ADA funding entitlements generated from such data shall also remain with the home district. Cameron County J.J.A.E.P. shall submit to the School Districts, pertinent information to assure that the PEIMS is maintained throughout duration of the student's expulsion.

- (a) Student attendance and absences reports shall be provided to the participating School Districts by the 10<sup>th</sup> of the month. Students incurring multiple absences while expelled to the Cameron County J.J.A.E.P. will be reported to the School Districts' PEIMS personnel. A student served by a juvenile justice alternative education program on the basis of an expulsion under Section 37.007(a), (d), or (e) is not eligible for Foundation School Program funding under Chapter 42 or 31 of Texas Education Code.
- (b) At the end of each reporting period (every six weeks), JJAEP will submit current grades for students enrolled at JJAEP to the School Districts' Student Accounting Department along with the student's schedule as soon as the student registers, the beginning of the school year and/or end of semester.

## **VI.**

**6.01.** In the case of a contracted provider, as directed by Cameron County, the provider shall provide staffing and training, the physical plant necessary for personal safety and security of all participants and providers of services, and all educational services. The County of Cameron shall provide all services not otherwise addressed in this Agreement, including but not limited to maintenance, security through the Precinct 3 Constable's office, food service, nursing on as needed basis, utilities, etc.

**VII.**

**7.01.** At its sole expense, the County of Cameron shall provide a campus site and buildings for the Cameron County Juvenile Justice Alternative Education Program, whether through purchase, lease, or agreement with its contracted provider of education services. Physical maintenance and utility expenses shall be the responsibility of Cameron County, and not of any participating school district. If the County leases the building for the Cameron County Juvenile Justice Alternative Education Program, then the Lesser shall be responsible for complying with the Americans With Disabilities Act (ADA). If the building is owned by the County, then the County will be responsible for complying with the Americans with Disabilities Act.

**VIII.**

**8.01** In the event of a continued outbreak of COVID-19 or other Epidemic Outbreak the Cameron County Juvenile Justice Alternative Education Program will adhere to all local and state mandates to close schools. In the event of the above, JJAEP will make arrangements to ensure that all students consisting of Mandatory and Discretionary are provided with Remote Learning through Internet Online Curriculum or Educational Packets. Social Distancing, Facial Coverings and Center for Disease Control Preventions will all taken into effect by all JJAEP personnel. Once JJAEP is allowed to continue with onsite instruction, JJAEP staff will ensure that the recommended CDC safety guidelines are being followed.

**IX.**

**9.01.** To the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each party to this Agreement will indemnify and hold harmless the other parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying party or its officers, employees, or agents.

**9.02.** The term of this Agreement shall be for the **2025-2026** school year according to an annual Cameron County Juvenile Justice Alternative Education Program calendar developed by Cameron County J.J.A.E.P. Administrator or Designee and approved by the County of Cameron Juvenile Justice Board, or its designee. This Agreement shall be renewable thereafter on a year-to-year basis by mutual consent.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN COUNTY OF CAMERON AND  
THE PARTICIPATING CAMERON COUNTY SCHOOL DISTRICTS**

Pursuant to the Agreement set forth above, the parties hereby adopt the following Memorandum of Understanding, as follows:

- A. The daily administration of all aspects of the Juvenile Justice Alternative Education Program will be conducted by the Cameron County Juvenile Probation Department under the direction of Rose M. Gomez, Chief Juvenile Probation Officer or in her absence, Annie M. Romero, Deputy Director, or in her absence, Michael Martinez, Deputy Director. CCJJD may opt to contract the educational services to a service provider. The program will serve juveniles, as that term is defined by Title 3 of the Texas Family Code, who are at least 10 to 17 years of age, or 18 years of age at the time and throughout the period of expulsion. **The Program is limited to a student who is or was last enrolled in a school district located within Cameron County.**
- B. Student Basic Eligibility Requirements: Students eligible for the JJAEP under mandated status shall meet the following three requirements:
1. The school district must have notified the school district police department or local law enforcement agency so that an offense report regarding the alleged incident, which is the basis of the expulsion, can be filed. **A copy of the police report must be submitted to the JJAEP Administrator at the time of the expulsion hearing to ensure that the offense is mandated. No student will be admitted into the JJAEP unless police report/incident reports are included with the expulsion order.**
  2. The student must have been expelled by the school district for a mandatory expulsion offense listed in Section 37.007 (a), (d), or (e) of the Texas Education Code.
  3. A law enforcement entity must have made a formal referral of the case to the juvenile court (for juvenile offenders) or forwarded the case to the criminal court (for adult offenders).
- C. It is the agreement of the parties to this Memorandum of Understanding that every expelled student who is not detained or receiving treatment under an order of the juvenile court shall be enrolled in, and immediately attend, an alternative educational program.
1. It is agreed that students from Cameron County School Districts mandatorily expelled under Section 37.007 (a), (d), or (e), of the Texas Education Code, **will be expelled for a period not less than one hundred eighty (180) attended school days with an optional ninety (90) attended school day review, or a minimum of 90 attended school days if a full semester does not remain in the school year. If the student does not complete the 90 attended school days, the student shall return to the Cameron County Juvenile Justice Alternative Education Program the following school year.**
  2. If a student is expelled from school under Section 37.007(a), (d), or (e), the juvenile board,

juvenile court or designee shall:

- (a) if the student is placed on probation under Section 54.04 of the Texas Family Code, is ordered to attend the juvenile justice alternative education program in the county in which the student resides from the date of disposition as a condition of probation, unless the child is placed in a post-adjudication treatment facility;
- (b) if the student is placed on deferred prosecution under Section 53.03 of the Texas Family Code, by the Court, prosecutor, or probation department, require the student to immediately attend the juvenile justice alternative education program in the county in which the student resides for a period not to exceed six months as a condition of the deferred prosecution; and
- (c) In determining the conditions of the deferred prosecution or court-ordered probation, consider the length of the school district's expulsion order for the student.
- (d) It is further agreed that as per Chapter 37 of the Texas Education Code, Section 37.012(d) a school district who has not expelled a student is not required to provide funding to a juvenile board for a student who is court ordered by the juvenile court to attend the juvenile justice alternative education program.

3. It is further agreed that students expelled for reasons other than those set forth in Section 37.007 (a), (d), or (e), of the Texas Education Code, shall be served by alternative education services, as directed in each participating school district's sole discretion (discretionary expulsions), either through the Cameron County Juvenile Justice Alternative Education Program as space permits, with priority given to mandatorily-expelled students, or through a school district alternative education program. **A student expelled under a discretionary placement will be expelled for a period of 45 attended school days and cannot exceed the age of 18 years of age while at the JJAEP.**

4. The categories of conduct that the participating school districts have defined as constituting serious misbehavior for which a student may be expelled are set forth in Exhibit A to this Memorandum Of Understanding, and it is hereby agreed by the parties that such definitions are incorporated by reference into this Memorandum Of Understanding, as if set forth herein.

5. It is agreed that regardless of notice which a participating school district may receive under Section 52.041(d) of the Texas Family Code notifying the school district that the student is no longer under juvenile court jurisdiction, the timely placement and term of placement of a student expelled by the school district under Section §37.007(a), (d), or (e) of the Texas Education Code shall be implemented by the Program, unless otherwise ordered by a court pursuant to the guidelines set forth within this Agreement and accompanying Memorandum Of Understanding.

6. Each participating school district shall provide to the Cameron County Juvenile Justice Alternative Education Program the name of its designated Educational Liaison to the Program. At least two weeks prior to the completion of each student's placement in the Cameron County Juvenile Justice Alternative Education Program, the County of Cameron agrees to provide services for the transitioning of expelled students to the students' participating school districts, including written notice to each school district's designated Educational Liaison of students' anticipated return dates, school records showing credit earned and progress/mastery toward credit, if a course is not yet complete, and other academic and disciplinary school records as requested by the participating school districts. The County of Cameron additionally shall schedule and hold meetings between Program and school district staff, as designated by the Educational Liaison, and the students and their parents/guardians to discuss transition into the school district program. Prior to the time of release, a transition hearing will be held by the Program with the Educational Liaison, and the parent to discuss and plan transition to the home school district. At the time of release of the student from the Program, the County of Cameron shall, in addition to other records requested, release to the participating school district the following records: 1) Attendance records; 2) All achievement records, as determined by tests, recorded grades and teacher evaluations of the student, including credit earned and progress and/or mastery towards credit; 3) Verified reports of serious or recurrent behavior patterns; 4) Copies of correspondence with parents and others concerned with student; 5) Information relating to student participation in special programs; and, 6) Other records that may contribute to an understanding of the student; and shall do so at the time of the student's Transition Hearing, placing the student back into the home school.

- i. Each participating School District in Cameron County, are responsible for providing State testing materials and its supplements to the Cameron County Juvenile Justice Educational Program. Participating School Districts will administer all STAAR Exams with accommodations in Basic Transcribing and STAAR Alternate 2 Assessments. It is recommended that School Districts agree to online administration of any State Assessments including TELPAS and STAAR. School Districts will be responsible for generating and providing/emailing all State online testing tickets and its supplements to the Cameron County JJJAEP.
- ii. Each participating School District in Cameron County, are responsible for the delivery and collection of all State testing materials daily.
- iii. Each participating School District in Cameron County, are responsible for the end of the year grade placement.
- iv. Additionally, the County of Cameron shall provide the school districts upon request, Public Education Information Management Systems (PEIMS) data and other student demographic information available.

## **7. Accreditation**

Cameron County Juvenile Justice Alternative Education Program (CCJJAEP) is sanctioned under the Texas Juvenile Justice Department (TJJJD). We are not a public school district and not under Texas Education Agency (TEA) supervision. The Cameron County Juvenile Justice Educational Program Staff cannot award credits to students for courses completed while at the CCJJAEP. The CCJJAEP is also unable to determine grade promotion; however, the CCJJAEP is responsible for documenting grades for students while enrolled. The student's home school district will make the final decisions concerning promotions and credits per individual students.

## **8. Schedule**

Students will be administered courses in each of the four core subjects: English/Language Arts, Math, Science, and History/Social Studies. Students will be limited to four core subjects unless prior arrangements have been made to accommodate additional subjects and/or courses. Students who have maintained a passing grade at the end of the semester will be given a subsequent course. *In the event of a continued outbreak of COVID-19 or other Epidemic Outbreak the Cameron County Juvenile Justice Alternative Education Program will make academic arrangements that all Mandatory and Discretionary Students are provided with Remote Learning consisting of Internet Online Curriculum and Educational Packets which will be dropped off by JJAEP Personnel at the beginning of the week (Monday) and picked up at the end of the week (Friday).*

**9. Conversely, each participating School District in Cameron County, shall provide sufficient notice to the Cameron County J.J.A.E.P. Administrator, of Expulsion Hearings being held for students who are being recommended to be placed into the J.J.A.E.P. Cameron County J.J.A.E.P. is also required to be invited for Annual, Review, and Dismissals, 504's/Placement/ARD's, and Manifestation Hearings in reference to students being considered for placement at the J.J.A.E.P.** The minimum 5 day notice to parents of upcoming ARDs and Manifestation Hearings is required to be given to the Cameron County J.J.A.E.P. Upon a student's expulsion to the Cameron County Juvenile Justice Alternative Education Program, the Educational Liaison in each participating school district shall provide the same records set forth in subparagraph (5) above, prior to placement into the Juvenile Justice Alternative Education Program, to the Cameron County Juvenile Justice Alternative Education Program Administrator, Chief Juvenile Probation Officer, Deputy Director(s) who are the designees responsible for educating the students under the Cameron County Juvenile Justice Alternative Education Program. The Educational Liaison designated by each participating school district shall be the contact person for County communications regarding students in the Program. A student will not be enrolled until all documents are provided to the JJAEP (i.e.: records checklist information, expulsion letter, police paperwork/incident reports grades, immunization records, special education paperwork, graduation plan, etc.)

**10.** An expelled students participating school district and the Cameron County Juvenile Justice Alternative Education Program shall coordinate arrangements for student transportation to the

Program. Cameron County and each participating school district shall pay their proportionate share of Program transportation costs, using a formula accounting for per-student transportation mileage, based on the total miles logged divided by total passenger van equals to miles per student (i.e. 1 van @ 14 static number). Miles per student divided by number of school days equals to total miles per day per student. Miles per day times total number of days present & absent equal total miles. Total miles times \$1.50 equals to mileage bill. This is computed monthly. School districts providing transportation for the County or for participating school districts shall provide the applicable parties with an accounting, not later than the 10<sup>th</sup> of each month, itemizing student attendance by bus route by party by mandatorily-expelled and discretionarily-expelled status. As set forth below, the County additionally shall provide transportation for discretionarily-expelled students on the County Program for which the participating school district shall reimburse the County for transportation at \$1.50 per mile per route per day. Each participating school district shall either provide transportation, or reimburse the County providing transportation, for its discretionarily-expelled students in the County Program under other sections of the Texas Education Code. The parent or legal guardian of an expelled student assigned to the county Program shall be responsible for delivering the student in the morning and picking the student up in the afternoon at a central transportation location designated by the JJAEP.

11. A School District who places a juvenile in the Cameron County Juvenile Justice Alternative Education Program as a Discretionary student, agrees to pay Cameron County **\$120.00 per day for each day the students remain in the Cameron County Juvenile Justice Alternative Education Program plus mileage.**

12. A juvenile placed in the Cameron County Juvenile Justice Alternative Education Program shall be allowed to remain in the Program once the juvenile is no longer under juvenile court jurisdiction as set forth in subparagraph four (4) and five (5) above.

13. Special education services required by law for students with disabilities shall remain the responsibility of the home school district expelling the student, or the school district in which the student currently resides, if the student changes his school district residence, as the case may be. Nothing herein shall burden the County of Cameron, or any other participating school district with the added expense necessary to address or accommodate any particular needs of another school district's special education, education of the handicapped, accommodation of disability, or other special requirements unique to a particular student. The Cameron County Juvenile Justice Alternative Education Program administrator or its designee shall be notified of all ARDs for eligible or potentially-eligible students, given similar consideration to the five-day ARD scheduling notice provided to parents and, conditioned placement upon required notice of attendance being provided to parents, and shall attend the ARD/placement committee meeting reviewing an eligible student's expulsion or manifestation determination that relates to an expellable offense. Upon due notice being provided to the Cameron County Juvenile Justice Alternative Education Program, however, the failure or inability of the Program administrator or designee to attend the ARD/placement committee meeting shall not prevent the respective school district from holding the ARD/placement meeting or validly making decisions at that ARD/Placement meeting regarding the student at issue and the Juvenile Justice Alternative Education Program's ability to provide for

the student's education prior to entrance and acceptance. A Transition ARD Hearing (meeting) will be held prior to the student's release to the home school district at least two weeks prior to the end of the expulsion period, or at the discretion of the receiving school district.

**14. Please refer to Exhibit "A" for discretionary placement information.**

**15. Please refer to Exhibit "B" for expulsion packet information.** Prior to an expulsion hearing being scheduled, School Administrators will be responsible for ensuring that the J.J.A.E.P. Administrator or designee will have an expulsion packet available at each expulsion hearing. The expulsion packet must include all the information that is being requested on the school records checklist including expulsion letter, copy of police report/incident reports. Students will not be scheduled for enrollment until all documentation is received by JJAEP. Even though students may not be expelled at the time of the hearing, we are requesting that the information still be provided. This will ensure an easier transition from their home campus to the JJAEP. In the event that a student is not expelled to the JJAEP, all paperwork related to the student will be shredded and disposed properly.

## **EXHIBIT A**

### **SERIOUS MISBEHAVIOR AND OFFENSES THAT MAY RESULT IN STUDENT EXPULSION AS A DISCRETIONARY PLACEMENT**

Serious misbehavior occurs when a student is already in a disciplinary Alternative Education Program and continues to violate the District's Student Code of Conduct. Offenses occurring on school grounds, which may be considered to be serious include, but are not limited to, the following:

1. Assault of a teacher or other individual.
2. Kidnapping.
3. The use, gift, sale, delivery, possession, or being under the influence of alcohol, marijuana, other controlled substances, dangerous drugs, or glue or volatile chemicals
4. Engaging in conduct that constitutes criminal mischief.
5. Vandalism.
6. Robbery or theft.
7. Extortion, coercion, or blackmail.
8. Aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities.
9. Hazing.
10. Insubordination.
11. Profanity, vulgar language, or obscene gestures directed toward teachers or other school employees.
12. Fighting, committing physical abuse, or threatening physical abuse.
13. Sexual harassment of a student or District employee.
14. Falsification of records, passes, or other school-related documents.

15. Possession or distribution of pornographic materials.
16. Leaving school grounds without permission.
17. Making or assisting in making threats, including threats against individuals and bomb threats.
18. Refusal to accept discipline management techniques proposed by the teacher or principal.
19. Indecent exposure.
20. Title 5 Felony Offenses – discretionary placement not to exceed 90 attended days.
21. Registered Sex Offenders – off campus discretionary placement not to exceed 90 attended days.
21. False Alarm or Report (Penal Code 42.06)
22. Terroristic Threat (Penal Code 22.07)
23. While on school property/school related event or within 300' of school property:
  - (a) misdemeanor drug, alcohol or inhalants offenses.
  - (b) Possession of marijuana < 4 ounces.
  - (c) Felony drugs only if within 300' of school property (all on school property/school related events are mandatory expulsion).
  - (d) Class "A" misdemeanor assault on school employee or volunteer (Penal Code 22.01(a)(1)).
  - (e) Deadly conduct (Penal Code 22.05)
  - (f) Felony Criminal Mischief (Penal Code 28.03)
  - (g) Any offense listed under Mandatory Expulsions if within 300' of school property.
  - (h) Aggravated Assault, sexual assault, aggravated sexual assault, murder, capital murder, not school related event or on school property.

**Please note that if space does not permit, students who are expelled to the JJAEP as a discretionary placement may not be accepted or may be required to return to their school district prior to them completing their expulsion. The school district will make the decision if the student will return to their home campus or a DAEP. Priority will be given to mandated offenses. All discretionary placements will be for a period of 45 days unless the JJAEP campus is limited with slots and slots are needed for mandatory expulsions. In the event that there is a continued outbreak of COVID-19 or an Epidemic Outbreak and classrooms needs to be decreased once it is safe to continue onsite instruction, all discretionary expulsions will be referred back to their home district and be withdrawn from JJAEP. Mandated Offenses can be recommended to return to their home district upon completing a minimum of 90-120 attended days.**



## CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT

Darrell B. Hester Juvenile Justice Center  
PO Box 1690 / 2310 U.S. 77 Business, San Benito, TX 78586  
Tel: (956) 399-3075 Fax: (956) 399-3705

Brownsville Satellite Office  
35 Orange Street, Brownsville, TX 78521  
Tel: (956) 544-0868 Fax: (956) 544-0887

**Rose M. Gomez**  
Chief Juvenile Probation Officer

**Annie M. Romero**  
Deputy Director

**Michael Martinez**  
Deputy Director

### EXHIBIT "B" J.J.A.E.P. REQUEST FOR STUDENT RECORDS FORM

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

Student's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

School District: \_\_\_\_\_ Campus: \_\_\_\_\_ Grade: \_\_\_\_\_

Special Education: ☐ Yes ☐ No ESL ☐ Yes ☐ No

If yes, what is the student's disability? ☐ Emotionally Disturb ☐ Learning Disability ☐ Other (504 or OHI)?

Dear School District Administrator's,

In order for the Cameron County Juvenile Justice Alternative Education Program (JJAEP) to better serve the above named child, as well as meeting the conditions of the **2025-2026** Cameron County School District's M.O.U., we are requesting that you provide the following school records prior to the student's placement at JJAEP. **Please have all this information at the time of the expulsion hearing for the JJAEP Administrator or designee. A student will not be enrolled until the following information is provided.**

- ☐ Letter of Expulsion from the School District (must state alleged offense, and # of expelled days)
- ☐ Birth Certificate
- ☐ Social Security Card
- ☐ Attendance Records (number of absent days)?
- ☐ Academic Achievement Records
- ☐ Official school transcripts
- ☐ Current withdrawal grades
- ☐ Earned high school credits at middle school
- ☐ Graduation plan (High School Only)
- ☐ Discipline Records
- ☐ Unique ID Number
- ☐ Grade Verification
- ☐ Current Schedule
- ☐ State required standardized test data, including intelligence, aptitude, interest, personality, and social adjustment rating
- ☐ Health services records/ Immunization records
- ☐ Copy of Police Report and Incident reports for the incident that determined expulsion
- ☐ Copies of correspondence with parents and others concerned with student
- ☐ Prior to placement Special Programs Identification and most current documentation to include: Special Education Services ARD services, IEP and modification sheets, Bilingual/ESL Services, Home Language Survey, Language Test date/score, LPAC review form, TELPAS scores, Observation Protocol indicators, Gifted & Talented Services, At Risk Services, Criteria Indicator testing, 504 Services, 504 Review sheet & Modification Sheet
- ☐ If the child is receiving special education services, was current BIP included? ☐ yes ☐ no
- ☐ Please provide State Mandated Individual Confidential Student Report

Even though a decision may not be made on the same day of the hearing, we are still requiring the above information. Once the district makes their decision, we will only be pending the expulsion letter instead of all the information. In the event that the student is not expelled, all paperwork will be shredded. Please be assured that the JJAEP Administrator keeps all records confidential and locked in filing cabinets.

D. Due to space, expense, and program considerations, it is the intent and the expectation of the parties that the Program's first priority is to serve students expelled on a mandatory basis, by participating school districts under Section 37.007 (a), (d), or (e), of the Texas Education Code, mandatorily placed in the Program. Its second priority is to serve, when possible and as directed by individual participating school districts, those expelled students placed by the expelled student's participating school district at its own discretion. **Prior approval is required for discretionary placement in the County by the JJAEP Administrator, Chief JPO and/or designee.** Students eighteen years but not older, expelled under Section 37.007 (a), (d), or (e), of Texas Education Code shall be served only at the discretion of the Juvenile Justice Alternative Education Program's Chief Juvenile Probation Officer or Deputy Chief Juvenile Probation Officers, or its designee, as required, depending upon space **over 48 students**, and upon consultation with the expelling school district's liaison or home school superintendent. **Prior to reaching a 48 student capacity, JJAEP shall initiate 90-day Review of current students in order to maintain proper student population to best ensure educational services. No student can be re-expelled to the JJAEP for the same offense.**

E. It is agreed and understood that mutual agreement, reduced to writing and signed by a designated official of the participating school district, must be reached between the designated Cameron County Juvenile Justice Department and the participating school district before a recommendation is made to the Juvenile Court to order a student expelled under Section 37.007 of the Texas Education Code to attend a regular classroom, a regular campus, or a school district alternative education program as a condition of probation. The participating school districts are not waiving their rights under Texas Education Code §37.010 to prohibit a Court from ordering a student expelled by a school district under Texas Education Code §37.007 to attend a school district's regular classroom, regular campus, or alternative education program as a condition of probation, and the County of Cameron hereby agrees that any court order without such written mutual agreement on file is void and unenforceable with the participating school district. It is further understood that if the student continues to display inappropriate conduct once re-admitted pursuant to such court order under such written mutual agreement, the participating school district may, in its sole discretion, by written notice to the Court revoke its agreement to permit the expelled student re-entry to its school as a condition of probation, and the Court will enter an order modifying the student's probation as it relates to attendance at the participating school district's school, and remove the student from the school immediately.

F. The participating school districts do not waive their rights under Texas Education Code §37.010(d). Pursuant to paragraph D above, if a participating school district gives permission for a Court to order a student to attend an alternative education program as a condition of probation, and the student is referred to juvenile court again during that school year, it is further agreed that the juvenile court may not order the student to attend an alternative education program in a participating district without the participating school district's consent until the student has successfully completed any sentencing requirements the court imposes. The County or the County court may refer a student expelled for reasons other than set forth in Sections 37.007(a), (d) or (e), of the Texas Education Code back to the sending school district upon advising the

school district.

**G.** If a student who is ordered to attend a juvenile justice alternative education program moves from Cameron County to another county with a population greater than 125,000 or with a Juvenile Justice Alternative Education Program, the County of Cameron juvenile court shall request the juvenile justice alternative education program in the county to which the student moves, to provide educational services to the student in accordance with the local memorandum of understanding between the school district and juvenile board in the receiving county and in accordance with the state mandated criterion.

**H.** If a child released pursuant to Section 53.02 of the Texas Family Code, is expelled under Section 37.007(a), (d), or (e) of the Texas Education Code, the release shall be conditioned on the child's attending the Cameron County Juvenile Justice Alternative Education Program pending a deferred prosecution or formal court disposition of the child's case. If a child, being released under Section 54.01 of the Texas Family Code, is expelled under Section 37.007(a), (d), or (e) of the Texas Education Code, the release shall be conditioned on the child's attending the Cameron County Juvenile Justice Alternative Education Program through a court-ordered "Conditions of Release Agreement," pending a deferred prosecution or formal court disposition of the child's case. No expelled student may be ordered by a court under this Agreement to attend the JJAEP, without the consent of the school district due to funding obligation.

**I.** The parties agree that the order to participate in the program, through a court-ordered "Conditions of Release Agreement" and the Code of Conduct shall be incorporated into each student's case file prior to admission and that no student shall be exempted from any requirement in those documents. Each participating school district shall provide with each student's case file, at time of submission, a copy of the Student Code of Conduct for that student. The student code of conduct outlines staff expectations of students and proper disciplinary actions for violations and an acknowledgment of student and parent review prior to returning to the home-school. The Student Code of Conduct shall be provided at the enrollment to the Juvenile Justice Alternative Education Program by the J.J.A.E.P. Program Administrator/designee or JJAEP staff.

**J.** The County of Cameron shall provide the Program to all students expelled from school under Section 37.007 (a), (d), or (e), who immediately shall be admitted to, and served by, the Cameron County Juvenile Justice Alternative Education Program. If there is no available space for additional students expelled from school under Section 37.007 (a), (d), or (e) to enter the Program, students expelled for under other subsections not related to Section 37.007(a), (d), or (e) may be removed from the Program and transitioned back to the sending School District, or their resident school district's alternative education program. Such students shall be placed on a priority "waiting list" for the next available opening, and pending return to the Program shall be served in an alternative education program provided by the school district. No expelled student may be ordered by a court under this Agreement to attend a participating school district's regular classroom or regular campus under this paragraph, without the consent of the school district.

**K.** The participating school districts agree to meet at least once each year to discuss the progress

of the program and revise applicable program guidelines to address any additional needs.

L. The County of Cameron hereby agrees that each juvenile court judge, through a court order attached routinely to each case involving a student attending the school districts which are a party to this Agreement, will order, and give permission for, the release by County of Cameron officials to school officials having a legitimate interest in the proceedings, of information, in addition to the information required to be released pursuant to Texas Code of Criminal Procedure, Art. 15.27, regarding charged offenses by student juveniles on probation that relate to allegations of behavior which would be punishable as a felony when the juvenile is an adult. This Agreement is not intended to limit the discretion of the juvenile court judges to order, and give permission, for the release of other student juvenile offense information requested to be released to the participating school districts in other offenses.

IN MULTIPLE ORIGINALS, as authorized by the County of Cameron by action of the Cameron County Commissioners Court and by each of the other participating school districts by action on dates as indicated below, to be effective the first day of **August 11, 2025**.

#### **BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

Date of School Board  
Authorization:

\_\_\_\_\_

By:

\_\_\_\_\_  
Dr. Jesus H. Chavez  
Superintendent



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 08/06/24

Item Title: Inter-Local Cooperation Agreement X Action  
And Memorandum of Understanding Information  
With Cameron County JJAEP Program Discussion

## **BACKGROUND:**

The Board of Trustees and Juvenile Board are required to annually enter into a Memorandum of Understanding that outlines the responsibility of the Juvenile Board regarding operations of the Juvenile Justice Alternative Education Program (JJAEP) in San Benito, Texas. Financial compensation at per diem of \$86.00 dollars per day for each mandated placement will be charged and paid by the Texas Juvenile Justice Department. The Brownsville Independent School District (BISD) in turn agrees to pay Cameron County Juvenile Alternative Education Program (JJAEP) a per diem rate of \$100 per day plus mileage (\$1.50 per mile) for all discretionary placed student(s) for a term not to exceed 90 days. Placement priority shall be first given to all mandatory placements with available slots then being used for any and all discretionary placements. *Special Note: This agreement has been reviewed and approved by our Staff Attorney.*

## **FISCAL IMPLICATIONS:**

Local Fund 199 budgets \$100.00 dollars per day for each discretionary placement (student) plus an additional \$1.50 per mile for transportation. A total estimated fiscal implication not to exceed \$50,000.00 for the 2024-2025 school year is anticipated.

## **RECOMMENDATION:**

Recommend approval to enter into Inter-Local Cooperation Agreement and Memorandum of Understanding between the Cameron County Juvenile Justice Alternative Education Program and the Brownsville Independent School District for 2024-2025 school year. A total estimated fiscal implication not to exceed \$50,000.00 for the 2024-2025 school year is anticipated.

Randy Park  
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CFO

Miguel Salinas

Reviewed by: Staff Attorney

Dr. Nellie Cantu

Approved by: Chief Operations Officer

Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

## Roxanne Eckstein

---

**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Thursday, June 27, 2024 1:02 PM  
**To:** Roxanne Eckstein; Lea Ohrstrom  
**Cc:** Minerva Almanza; Miguel Salinas  
**Subject:** [EXTERNAL]Re: JJAEP MOU

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Approved as to form.

Sincerely,  
Priscilla

---

**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Wednesday, June 26, 2024 2:49 PM  
**To:** Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>  
**Cc:** Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>  
**Subject:** JJAEP MOU

Ms. Lozano,

Please see the attached for your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*

**Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400**  
**Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**



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**MEMORANDUM OF UNDERSTANDING**  
**CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT**  
**&**  
**BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

**INTERLOCAL COOPERATION AGREEMENT  
AND MEMO OF UNDERSTANDING FOR  
CAMERON COUNTY  
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM  
2024-2025**

This Agreement is entered into by and among the COUNTY OF CAMERON, and each of the Cameron County Independent School Districts participating in the **Cameron County Juvenile Justice Alternative Education Program**:

WHEREAS, the County of Cameron, and the participating Cameron County School Districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act, hereinafter "the Act" codified as Chapter 791 of the Government Code of Texas; and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually; and;

WHEREAS, Section 37.011 of the Texas Education Code requires the provision of a "juvenile justice alternative education program" by the juvenile board of a county with a population greater than 125,000, and the Cameron County Juvenile Justice Board developed such a program for the 1997-98 school year and thereafter, with the participation of the school districts subscribing hereto, and continues under this modified cooperative agreement for school year **2024-2025**; and

WHEREAS, the parties concur that the educational component of the Cameron County Juvenile Justice Alternative Education Program can be administered most efficiently at a centralized location within the geographic boundaries of Cameron County, and the parties desire to engage the County of Cameron to serve as Fiscal Agent for the County and each of the participating districts, for the education of students assigned to the Cameron County Juvenile Justice Alternative Education Program;

WHEREAS, Section 37.006 (c) and as per House Bill 968, adds Aggravated Robbery as an expellable offense and mandatory removal to an alternative education setting, including the JJAEP, if the offense occurs off campus and not at a school related event and if the student gets deferred prosecution or is adjudicated a delinquent for the offense or the superintendent has reasonable belief the student engaged in the conduct. As per section 37.008, it allows a district to remove a student until the student graduates, charges are reduced to a misdemeanor or dismissed; or the student completes the term of placement or assigned to another program. Also, if the student's presence in the regular classroom threatens the safety of other students; will be detrimental to the educational process; or is not in the best interest of the district's students.

WHEREAS, TEC 37.007 (c) and as per House Bill 968, makes three changes to TEC 37.011 to accommodate "serious misconduct" was for a student to be expelled for "serious misconduct" that violates a district's student code of conduct while in an alternative setting, eliminates a district's ability to expel for "serious misbehavior". It keeps the ability to expel for documented "serious misbehavior" which is defined to mean; deliberate violent behavior that poses a direct threat to health and safety of others; extortion (gaining of money or property by force or threat)

**Defines "serious misbehavior: to mean; (Coercion as defined by Penal Code Section 1.07)**

**(A) to commit an offense**

**(B) to inflict bodily injury in the future on the person threatened or another;**

**(C) to accuse a person of any offense;**

**(D) to expose a person to hatred, contempt, or ridicule;**

**(E) to harm the credit or business repute of any person or;**

**(F) to take or withhold action as a public servant, or to cause public servant, or to cause a public servant to take or withhold action.**

**Defines "serious misbehavior" to mean:**

**(A) Public lewdness (PC 21.07)**

**(B) Indecent exposure (PC21.08)**

**(C) Criminal mischief (PC 28.03)**

**(D) Personal Hazing (TEC 37.152)**

**(E) Harassment (PC 42.07 (a)(1) of a student or employee**

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the parties as follows:

I.

1.01 The Cameron County Juvenile Justice Alternative Education Program (JJAEP) shall be subject to a written operating policy developed by the Cameron County Juvenile Justice Board and submitted to the Texas Juvenile Justice Department for review and comment. The terms and conditions of this Interlocal Cooperation Agreement shall not be modified or superseded by the subsequent promulgation of such operating policy, but shall become a part of such policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in written form and formally agreed to by the appropriate officers of the participating parties.

II.

2.01. Cameron County shall designate the site for the operation of the JJAEP, understanding that if it becomes necessary to relocate the program, the County shall do so at its expense, informing each participating school district of its intention and relocation efforts. Cameron County shall contract with a provider or provide direct administration of the education aspects of the campus. It is agreed that the Program shall consist of 180 instructional days, as mandated by Texas Education Code §37.011(f), such instructional days shall be identified by the Juvenile Justice Alternative Education Program and approved by the Texas Juvenile Justice Department.

2.02. Cameron County shall serve as the Fiscal Agent of the Program. As Fiscal Agent, the County of Cameron shall function as agent for and on behalf of the County of Cameron and all participating school districts. Cameron County shall ensure appropriate educational personnel serve the program on a day-to-day basis in accordance with policies promulgated and/or adopted by Cameron County in accordance with the 2004 state standards as set forth by the Texas Juvenile Justice Department. Where such policies and/or standards are silent, the educational program shall be administered according to the operating policies and procedures of the County of Cameron, as reviewed and approved by official action of the Cameron County Juvenile Board.

2.03. As Fiscal Agent, the County of Cameron shall prepare the program application and budget and shall disburse program funds applicable to educational services. The Program shall contain educational staffing and facilities for a "preferred" one-to-sixteen teacher to student ratio, but not to exceed a one-to-twenty-four teacher to student ratio. The County will meet the state standard minimum of one-to-twelve staff to student ratio. As Fiscal Agent, the County of Cameron further shall be responsible for supervision and oversight of the programs and practices relating to educational personnel serving the campus and program, its maintenance of all educational records applicable to the program, its correspondence with assigned students' home districts with regard to status and ultimate disposition of each assigned student, and its provision of necessary curriculum and other such responsibilities normally associated with administration and provision of educational services. As Fiscal Agent, the County of Cameron shall maintain a separate, stand-alone budget for the Program. The Program funds shall be audited under the provisions governing Cameron County and the Texas Juvenile Justice Department with all applicable state standards taking precedence.

III.

3.01. (a) The County of Cameron shall develop the Cameron County Juvenile Justice Alternative Education Program to serve students who have been mandatorily expelled under Texas Education Code §37.007(a), (d), or (e). Each participating Cameron County School District agrees that, to be eligible for placement in the Cameron County Juvenile Justice Alternative Education Program, students expelled from any Cameron County School District shall be expelled for a period not to exceed one hundred eighty (180) attended school days with an optional 90 day review, or a minimum of 90

attended school days if one semester is not remaining in the school term. If a student is scheduled to complete their 180 days at the JJAEP within 10 days of the State Testing dates, a transition hearing will need to take place prior to testing so that the student can test with their home district. If slots are available, students can be accepted as a discretionary placement to the JJAEP for a period of 90 attended days if the student is expelled on a serious misbehavior referral, Title 5 felony offense referral, or is a registered sex offender. The JJAEP has the discretion to review the student's profile and has the discretion to accept and/or deny JJAEP placement if it's in the student's best interest. Discretionary placements may not exceed 90 days placement, all Transition Hearings must be held prior to the 90 days especially during State Testing. The JJAEP has the discretion to schedule a Review Hearing and transition the student to their home School District based on the students behavior.

3.01. (b) Once a student has been expelled to the Cameron County Juvenile Justice Alternative Educational Program for a Mandatory offense and the offense has been declined or dismissed by the Court, the student must return to their home district. If the mandatory offense has been downgraded, the student will remain at the JJAEP until the student's 90 day review is scheduled. At that time, it is the school districts discretion to have the student return to their prospective campus or finish their Mandatory term.

3.01. (c) Each participating school district agrees to pay the County of Cameron a per-diem rate of **\$100.00 per day** plus mileage for each of its expelled students if it opts to place students in the Cameron County Juvenile Justice Alternative Education Program on the basis of a discretionary expulsion.

3.02. The expenses of the educational program for students expelled under §37.007(a), (d), or (e) of the Texas Education Code shall be borne by the County of Cameron whose provisional financial compensation shall be from the Texas Juvenile Justice Department at a per-diem of **\$86.00 per day for each (mandated) expelled child meeting this definition. Please note that the Texas Juvenile Justice Department will determine the per-diem rate for each mandatory expulsion and can increase or decrease it throughout the school year.**

3.03. When an expelled student who has been placed in the Cameron County Juvenile Justice Alternative Education Program moves out of the boundaries of the participating school which expelled him/her, and becomes a resident within the geographical boundaries of another participating school district under this Agreement, the receiving school district shall have the option of continuing the expulsion under the terms of the Cameron County Juvenile Justice Alternative Education Program School District, or placing the student in its own, if applicable, alternative education program for the period specified in the expulsion order, or of allowing the student to attend regular classes without completing the period of expulsion. The receiving school district under this

Agreement will undertake the responsibility for paying any Cameron County Juvenile Justice Alternative Education Program operation costs and local school district related costs, such as transportation and special education services as but two examples, for that student expelled for reasons other than Texas Education Code §37.007 (a), (d), or (e), as of the effective date of the change of residence. The Fiscal Agent will adjust each affected school district's accounting, upon notice of student changes in residence.

3.04. School Districts, whose students are expelled for reasons other than those found in Section §37.007 (a), (d), or (e), of the Texas Education Code, shall, in their sole discretion, determine on an individual case by case basis whether to provide alternative education program services to expelled students through the Cameron County Juvenile Justice Alternative Education Program (J.J.A.E.P.) or through an alternate district-provided alternative education program. Should the school district, in its own discretion, seek to expel a student to the Cameron County J.J.A.E.P., **an expulsion hearing must be held to identify the eligibility and appropriateness of expelling the student to the Cameron County J.J.A.E.P. The JJAEP Administrator must be notified in advance or designee shall be present for each expulsion hearing. If the JJAEP Administrator is unable to attend a designee will be present. The JJAEP Administrator or Chief Executive Officer will have the final authority to decide if service can be provided, and if the student will be admitted into the JJAEP.**

3.05. The Fiscal Agent hereby agrees to send monthly statements to each participating school district, and the parties to this Agreement hereby agree to make their operation cost payments to the Fiscal Agent on or before the 10th day of the month following receipt of that accounting. Interest of five percent (5%) annually will be assessed against delinquent amounts not received by the Fiscal Agent as of that date, and the parties hereby agree to pay such interest penalties if sums are not duly and timely paid under this Agreement. Upon failure to pay sums due and owing, upon demand, and payment not being received within ten days of receipt of demand, the parties agree that they may be terminated as a participating member of this Agreement, and all available remedies are available to the Fiscal Agent to enforce payment of sums due and owing. Any collection actions shall be brought in the name of the County of Cameron, which shall bear all expenses of collections. The parties hereby agree to pay necessary attorney fees and costs in such collection, if any, if its participating school district is delinquent.

3.06. Nothing herein shall burden any participating school district with responsibility for underwriting or providing services or accommodating student placements beyond the term of this Agreement. This program shall be submitted to the Texas Juvenile Justice Department for approval pursuant to Texas Education Code §37.011, but should additional obligations be deemed required of the County and/or Juvenile Board for this program to fully qualify under that statute prior to its **August 1, 2024**, deadline, the participating school district parties to this cooperative program are under no contractual duty to share such additional obligations or expand the program beyond the term of this Agreement during the school year **2024-2025**, without mutual

consent.

IV.

4.01. As Fiscal Agent, on or before August 27<sup>th</sup> of each year, beginning on **August 1, 2024**, the County of Cameron and/or its vendor shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the Cameron County Juvenile Justice Alternative Education Program during the coming year. The parties concur that a minimum staff-to-student ratio of educational staffing and facilities for a "preferred" one-to-sixteen teacher to student ratio, but not to exceed a one-to-twenty-four teacher to student ratio, meeting the state standard of a minimum of one-to-twelve staff to student ratio, shall be adequate for the program. Teacher payrolls, pro-rated administrative payrolls, educational supplies and equipment shall be included in the educational services budget. Responsibility for any medical needs shall be the sole responsibility of the parents of the JJAEP student. Counseling services shall be the province and duty of the County of Cameron, or the contracted provider of services, with the exception of educational counseling services provided by the school district. The budget may be amended if County-funded budget needs change during the year, without the concurrence of the participating districts; however, the County of Cameron and the participating school districts hereby specifically agree that nothing herein, nor in any court order, shall by unilateral County action require the participating school districts involuntarily to incur added expense other than as set forth in this Agreement.

V.

5.01. For purposes of accountability under Chapter 37 of the Texas Education Code, a student enrolled in a juvenile justice alternative education program through mandatory expulsion status, or after having undergone expulsion for other than §37.007(a), (d), or (e), is reported as if the student were enrolled at the student's assigned campus in the student's regularly assigned education program, including a special education program. Academically, the mission of the Cameron County Juvenile Justice Alternative Education Program shall be to enable students to perform at grade level. Using the system of accountability developed and implemented by the Texas Juvenile Justice Department, with the agreement of the Commissioner of Education, consistent with Chapter 37 of the Texas Education Code, the Cameron County Juvenile Justice Alternative Education Program shall assure that students make progress toward grade level while attending the Program.

5.02. The Cameron County Juvenile Justice Alternative Education Program shall focus on English language arts, mathematics, science, social studies, and self-discipline, and as otherwise required by statute. Each participating school district shall consider course credit earned by a student while in a juvenile justice alternative education program as credit earned in a district school. The Program shall administer assessment instruments under Sub-Chapter B, Chapter 37 of the Texas Education Code, and shall offer a high school equivalency (G.E.D.) program. The Cameron County Juvenile Board,

or the board's designee, or contracted provider of educational services, agrees that the School District, expelled student, and parent or guardian of each student, shall have established a plan for assuring the student's progress towards meeting high school graduation requirements by developing a specific graduation plan for the student, prior to the student's admittance into the Cameron County J.J.A.E.P. The Program is not required to provide a course necessary to fulfill a student's high school graduation requirements other than a course as specified above by law.

**If a student that is expelled to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply;**

- a) The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.
- b) The JJAEP staff will assist with the completion of the necessary referrals 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 JJAEP cannot provide the service and the School District is notified of the need to provide that service.
- c) If a student is receiving special education services (i.e.: counseling) the school district will be responsible for ensuring that the counseling service is being provided.
- d) The school district will be required to assign a counselor to the expelled student at the JJAEP.
- e) The school district is also responsible in scheduling any 504's/Placement/ARD's and evaluations while the student is attending the JJAEP.
- f) It is also imperative that prior to a child being enrolled at the JJAEP, that all current special education paperwork is provided to the JJAEP (i.e., BIP's, evaluations, FIE's, REED's and ARD paperwork etc.) as defined by state standards. JJAEP requires all documentation within ten days of enrollment.

**If a student has been identified as English as a Second Language Learner (ESL), whether general or special education, the following procedures apply:**

- a) School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:
  - i. The student's dominant oral and written language;
  - ii. The student's level of oral and written language proficiency; and

**iii. Type, level, frequency and duration of instruction and/or support services.**

- b) The School District may provide, upon availability, training to JJAEP personal to facilitate accommodations necessary for English Language Learners.**
- c) The JJAEP will provide direct instruction by a certified Bilingual/ESL teacher.**

**5.03. The participating home district of each such student shall cooperate fully in making such reports and accepting such accountability. All Public Education Information Management System (PEIMS) reporting requirements for the students placed in the program shall remain the responsibility of the home district, and all ADA funding entitlements generated from such data shall also remain with the home district. Cameron County J.J.A.E.P. shall submit to the School Districts, pertinent information to assure that the PEIMS is maintained throughout duration of the student's expulsion.**

- (a) Student attendance and absences reports shall be provided to the participating School Districts by the 10<sup>th</sup> of the month. Students incurring multiple absences while expelled to the Cameron County J.J.A.E.P. will be reported to the School Districts' PEIMS personnel. A student served by a juvenile justice alternative education program on the basis of an expulsion under Section 37.007(a), (d), or (e) is not eligible for Foundation School Program funding under Chapter 42 or 31 of Texas Education Code.**
- (b) At the end of each reporting period (every six weeks), JJAEP will submit current grades for students enrolled at JJAEP to the School Districts' Student Accounting Department along with the student's schedule as soon as the student registers, the beginning of the school year and/or end of semester.**

**VI.**

**6.01. In the case of a contracted provider, as directed by Cameron County, the provider shall provide staffing and training, the physical plant necessary for personal safety and security of all participants and providers of services, and all educational services. The County of Cameron shall provide all services not otherwise addressed in this Agreement, including but not limited to maintenance, security through the Precinct 3 Constable's office, food service, nursing on as needed basis, utilities, etc.**

**VII.**

**7.01. At its sole expense, the County of Cameron shall provide a campus site and buildings for the Cameron County Juvenile Justice Alternative Education Program, whether through purchase, lease, or agreement with its contracted provider of education services. Physical maintenance and utility expenses shall be the responsibility of**

Cameron County, and not of any participating school district. If the County leases the building for the Cameron County Juvenile Justice Alternative Education Program, then the Lesser shall be responsible for complying with the Americans With Disabilities Act (ADA). If the building is owned by the County, then the County will be responsible for complying with the Americans with Disabilities Act.

**VIII.**

**8.01 In the event of a continued outbreak of COVID-19 or other Epidemic Outbreak the Cameron County Juvenile Justice Alternative Education Program will adhere to all local and state mandates to close schools. In the event of the above, JJAEP will make arrangements to ensure that all students consisting of Mandatory and Discretionary are provided with Remote Learning through Internet Online Curriculum or Educational Packets. Social Distancing, Facial Coverings and Center for Disease Control Preventions will all taken into effect by all JJAEP personnel. Once JJAEP is allowed to continue with onsite instruction, JJAEP staff will ensure that the recommended CDC safety guidelines are being followed.**

**IX.**

**9.01. To the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each party to this Agreement will indemnify and hold harmless the other parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying party or its officers, employees, or agents.**

**9.02. The term of this Agreement shall be for the 2024-2025 school year according to an annual Cameron County Juvenile Justice Alternative Education Program calendar developed by Cameron County J.J.A.E.P. Administrator and JJAEP Program Director or Designee and approved by the County of Cameron Juvenile Justice Board, or its designee. This Agreement shall be renewable thereafter on a year-to-year basis by mutual consent.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN COUNTY OF CAMERON AND  
THE PARTICIPATING CAMERON COUNTY SCHOOL DISTRICTS**

Pursuant to the Agreement set forth above, the parties hereby adopt the following Memorandum of Understanding, as follows:

- A. The daily administration of all aspects of the Juvenile Justice Alternative Education Program other than educational services will be conducted by the Cameron County Juvenile Probation Department under the direction of Rose M. Gomez, Chief Juvenile Probation Officer or in her absence, Annie M. Romero, Deputy Chief Juvenile Probation Officer, or in her absence, Michael Martinez, Deputy Chief Juvenile Probation Officer. The program will serve juveniles, as that term is defined by Title 3 of the Texas Family Code, who are at least 10 to 17 years of age, or 18 years of age at the time and throughout the period of expulsion. **The Program is limited to a student who is or was last enrolled in a school district located within Cameron County.**
- B. Student Basic Eligibility Requirements: Students eligible for the JJAEP under mandated status shall meet the following three requirements:
  - 1. The school district must have notified the school district police department or local law enforcement agency so that an offense report regarding the alleged incident, which is the basis of the expulsion, can be filed. **A copy of the police report must be submitted to the JJAEP Administrator at the time of the expulsion hearing to ensure that the offense is mandated. No student will be admitted into the JJAEP unless police report/incident reports are included with the expulsion order.**
  - 2. The student must have been expelled by the school district for a mandatory expulsion offense listed in Section 37.007 (a), (d), or (e) of the Texas Education Code.
  - 3. A law enforcement entity must have made a formal referral of the case to the juvenile court (for juvenile offenders) or forwarded the case to the criminal court (for adult offenders).
- C. It is the agreement of the parties to this Memorandum of Understanding that every expelled student who is not detained or receiving treatment under an order of the juvenile court shall be enrolled in, and immediately attend, an alternative educational program.
  - 1. It is agreed that students from Cameron County School Districts mandatorily expelled under Section 37.007 (a), (d), or (e), of the Texas Education Code, **will be expelled for a period not less than one hundred eighty (180) attended school days with an optional ninety (90) attended school day review, or a minimum of 90 attended school days if a full semester does not remain in the school year. If the student does not complete the 90 attended school days, the student shall return to the Cameron County Juvenile Justice Alternative Education Program the following school year. If a student is expelled from school under Section 37.007(a), (d), or (e), the juvenile court shall:**

- (a) if the student is placed on probation under Section 54.04 of the Texas Family Code, is ordered to attend the juvenile justice alternative education program in the county in which the student resides from the date of disposition as a condition of probation, unless the child is placed in a post-adjudication treatment facility;
- (b) if the student is placed on deferred prosecution under Section 53.03 of the Texas Family Code, by the Court, prosecutor, or probation department, require the student to immediately attend the juvenile justice alternative education program in the county in which the student resides for a period not to exceed six months as a condition of the deferred prosecution; and
- (c) In determining the conditions of the deferred prosecution or court-ordered probation, consider the length of the school district's expulsion order for the student.

2. It is further agreed that students expelled for reasons other than those set forth in Section 37.007 (a), (d), or (e), of the Texas Education Code, shall be served by alternative education services, as directed in each participating school district's sole discretion (discretionary expulsions), either through the Cameron County Juvenile Justice Alternative Education Program as space permits, with priority given to mandatorily-expelled students, or through a school district alternative education program. **A student expelled under a discretionary placement will be expelled for a period of 90 attended school days and cannot exceed the age of 18 years of age while at the JJAEP.**

3. The categories of conduct that the participating school districts have defined as constituting serious misbehavior for which a student may be expelled are set forth in Exhibit A to this Memorandum Of Understanding, and it is hereby agreed by the parties that such definitions are incorporated by reference into this Memorandum Of Understanding, as if set forth herein.

4. It is agreed that regardless of notice which a participating school district may receive under Section 52.041(d) of the Texas Family Code notifying the school district that the student is no longer under juvenile court jurisdiction, the timely placement and term of placement of a student expelled by the school district under Section §37.007(a), (d), or (e) of the Texas Education Code shall be implemented by the Program, unless otherwise ordered by a court pursuant to the guidelines set forth within this Agreement and accompanying Memorandum Of Understanding.

5. Each participating school district shall provide to the Cameron County Juvenile Justice Alternative Education Program the name of its designated Educational Liaison to the Program. At least two weeks prior to the completion of each student's placement in the Cameron County Juvenile Justice Alternative Education Program, the County of Cameron agrees to provide services for the transitioning of expelled students to the students' participating school districts, including written notice to each school district's designated Educational Liaison of students' anticipated return dates, school records showing credit earned and progress/mastery toward credit, if a course is not yet complete, and other academic and disciplinary school records as requested by the participating school districts. The County of Cameron additionally shall schedule

and hold meetings between Program and school district staff, as designated by the Educational Liaison, and the students and their parents/guardians to discuss transition into the school district program. Prior to the time of release, a transition hearing will be held by the Program with the Educational Liaison, and the parent to discuss and plan transition to the home school district. At the time of release of the student from the Program, the County of Cameron shall, in addition to other records requested, release to the participating school district the following records: 1) Attendance records; 2) All achievement records, as determined by tests, recorded grades and teacher evaluations of the student, including credit earned and progress and/or mastery towards credit; 3) Verified reports of serious or recurrent behavior patterns; 4) Copies of correspondence with parents and others concerned with student; 5) Information relating to student participation in special programs; and, 6) Other records that may contribute to an understanding of the student; and shall do so at the time of the student's Transition Hearing, placing the student back into the home school.

- i. Each participating School District in Cameron County, are responsible for providing State testing materials and its supplements to the Cameron County Juvenile Justice Educational Program. Participating School Districts will administer all STAAR Exams with accommodations in Basic Transcribing and STAAR Alternate 2 Assessments. It is recommended that School Districts agree to online administration of any State Assessments including TELPAS and STAAR. School Districts will be responsible for generating and providing/emailing all State online testing tickets and its supplements to the Cameron County JJJAEP.
- ii. Each participating School District in Cameron County, are responsible for the delivery and collection of all State testing materials daily.
- iii. Each participating School District in Cameron County, are responsible for the end of the year grade placement.
- iv. Additionally, the County of Cameron shall provide the school districts upon request, Public Education Information Management Systems (PEIMS) data and other student demographic information available.

(a) Accreditation

Cameron County Juvenile Justice Alternative Education Program (CCJJAEP) is sanctioned under the Texas Juvenile Justice Department (TJJD). We are not a public school district and not under Texas Education Agency (TEA) supervision. The Cameron County Juvenile Justice Educational Program Staff cannot award credits to students for courses completed while at the CCJJAEP. The CCJJAEP is also unable to determine grade promotion; however, the CCJJAEP is responsible for documenting grades for students while enrolled. The student's home school district will make the final decisions concerning promotions and credits per individual students.

(b) Schedule

Students will be administered courses in each of the four core subjects: English/Language Arts, Math, Science, and History/Social Studies. Students will be limited to four core subjects unless prior arrangements have been made to accommodate additional subjects and/or courses. Students who have maintained a passing grade at the end of the semester will be given a subsequent course. In the event of a continued outbreak of COVID-19 or other Epidemic Outbreak the Cameron County Juvenile Justice Alternative Education Program will make academic arrangements that all Mandatory and Discretionary Students are provided with Remote Learning consisting of Internet Online Curriculum and Educational Packets which will be dropped off by JJAEP Personnel at the beginning of the week (Monday) and picked up at the end of the week (Friday).

6. Conversely, each participating School District in Cameron County, shall provide sufficient notice to the Cameron County J.J.A.E.P. Administrator, of Expulsion Hearings being held for students who are being recommended to be placed into the J.J.A.E.P. Cameron County J.J.A.E.P. is also required to be invited for Annual, Review, and Dismissals, 504's/Placement/ARD's, and Manifestation Hearings in reference to students being considered for placement at the J.J.A.E.P. The minimum 5 day notice to parents of upcoming ARDs and Manifestation Hearings is required to be given to the Cameron County J.J.A.E.P. Upon a student's expulsion to the Cameron County Juvenile Justice Alternative Education Program, the Educational Liaison in each participating school district shall provide the same records set forth in subparagraph (5) above, prior to placement into the Juvenile Justice Alternative Education Program, to the Cameron County Juvenile Justice Alternative Education Program Administrator, Chief Juvenile Probation Officer, Deputy Chief Juvenile Probation Officers who are the designees responsible for educating the students under the Cameron County Juvenile Justice Alternative Education Program. The Educational Liaison designated by each participating school district shall be the contact person for County communications regarding students in the Program. A student will not be enrolled until all documents are provided to the JJAEP (i.e.: records checklist information, grades, immunization records, special education paperwork, incident reports, graduation plan, etc.)

7. An expelled students participating school district and the Cameron County Juvenile Justice Alternative Education Program shall coordinate arrangements for student transportation to the Program. *Cameron County and each participating school district shall pay their proportionate share of Program transportation costs, using a formula accounting for per-student transportation mileage, based on the total miles logged divided by total passenger van equals to miles per student (i.e. 1 van @ 14 static number). Miles per student divided by number of school days equals to total miles per day per student. Miles per day times total number of days present & absent equal total miles. Total miles times \$1.50 equals to mileage bill. This is computed monthly.* School districts providing transportation for the County or for participating school districts shall provide the applicable parties with an accounting, not later than the 10<sup>th</sup> of each month, itemizing student attendance by bus route by party by mandatorily-expelled and discretionarily-expelled status. As set forth below, the County additionally shall provide transportation for discretionarily-

expelled students on the County Program for which the participating school district shall reimburse the County for transportation at \$1.50 per mile per route per day. Each participating school district shall either provide transportation, or reimburse the County providing transportation, for its discretionarily-expelled students in the County Program under other sections of the Texas Education Code. The parent or legal guardian of an expelled student assigned to the county Program shall be responsible for delivering the student in the morning and picking the student up in the evening at a central transportation location designated by the JJAEP.

8. A School District who places a juvenile in the Cameron County Juvenile Justice Alternative Education Program as a Discretionary student, agrees to pay Cameron County **\$100.00 per day for each day the students remain in the Cameron County Juvenile Justice Alternative Education Program plus mileage.**

9. A juvenile placed in the Cameron County Juvenile Justice Alternative Education Program shall be allowed to remain in the Program once the juvenile is no longer under juvenile court jurisdiction as set forth in subparagraph four (4) above.

10. Special education services required by law for students with disabilities shall remain the responsibility of the home school district expelling the student, or the school district in which the student currently resides, if the student changes his school district residence, as the case may be. Nothing herein shall burden the County of Cameron, or any other participating school district with the added expense necessary to address or accommodate any particular needs of another school district's special education, education of the handicapped, accommodation of disability, or other special requirements unique to a particular student. The Cameron County Juvenile Justice Alternative Education Program administrator or its designee shall be notified of all ARDs for eligible or potentially-eligible students, given similar consideration to the five-day ARD scheduling notice provided to parents and, conditioned placement upon required notice of attendance being provided to parents, and shall attend the ARD/placement committee meeting reviewing an eligible student's expulsion or manifestation determination that relates to an expellable offense. Upon due notice being provided to the Cameron County Juvenile Justice Alternative Education Program, however, the failure or inability of the Program administrator or designee to attend the ARD/placement committee meeting shall not prevent the respective school district from holding the ARD/placement meeting or validly making decisions at that ARD/Placement meeting regarding the student at issue and the Juvenile Justice Alternative Education Program's ability to provide for the student's education prior to entrance and acceptance. A Transition ARD Hearing (meeting) will be held prior to the student's release to the home school district at least two weeks prior to the end of the expulsion period, or at the discretion of the receiving school district.

10. Please refer to Exhibit "A" for discretionary placement information.

11. Please refer to Exhibit "B" for expulsion packet information. Prior to an expulsion hearing being scheduled, School Administrators will be responsible for ensuring that the J.J.A.E.P. Administrator or designee will have an expulsion packet available at each expulsion hearing. The expulsion packet must include all the information that is being requested on the school records

checklist including expulsion letter, copy of police report/incident reports. Students will not be scheduled for enrollment until all documentation is received by JJAEP. Even though students may not be expelled at the time of the hearing, we are requesting that the information still be provided. This will ensure an easier transition from their home campus to the JJAEP. In the event that a student is not expelled to the JJAEP, all paperwork related to the student will be shredded and disposed properly.

## **EXHIBIT A**

### **SERIOUS MISBEHAVIOR AND OFFENSES THAT MAY RESULT IN STUDENT EXPULSION AS A DISCRETIONARY PLACEMENT**

Serious misbehavior occurs when a student is already in a disciplinary Alternative Education Program and continues to violate the District's Student Code of Conduct. Offenses occurring on school grounds, which may be considered to be serious include, but are not limited to, the following:

1. Assault of a teacher or other individual.
2. Kidnapping.
3. The use, gift, sale, delivery, possession, or being under the influence of alcohol, marijuana, other controlled substances, dangerous drugs, or glue or volatile chemicals.
4. Engaging in conduct that constitutes criminal mischief.
5. Vandalism.
6. Robbery or theft.
7. Extortion, coercion, or blackmail.
8. Aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities.
9. Hazing.
10. Insubordination.
11. Profanity, vulgar language, or obscene gestures directed toward teachers or other school employees.
12. Fighting, committing physical abuse, or threatening physical abuse.
13. Sexual harassment of a student or District employee.
14. Falsification of records, passes, or other school-related documents.
15. Possession or distribution of pornographic materials.
16. Leaving school grounds without permission.
17. Making or assisting in making threats, including threats against individuals and bomb threats.
18. Refusal to accept discipline management techniques proposed by the teacher or principal.
19. Indecent exposure.
20. Title 5 Felony Offenses – discretionary placement not to exceed 90 attended days.
21. Registered Sex Offenders – off campus discretionary placement not to exceed 90 attended days

- 22. False Alarm or Report (Penal Code 42.06)
- 23. Terroristic Threat (Penal Code 22.07)
- 24. While on school property/school related event or within 300' of school property:
  - (a) misdemeanor drug, alcohol or inhalants offenses.
  - (b) Possession of marijuana < 4 ounces.
  - (c) Felony drugs only if within 300' of school property (all on school property/school related events are mandatory expulsion).
  - (d) Class "A" misdemeanor assault on school employee or volunteer (Penal Code 22.01(a)(1)).
  - (e) Deadly conduct (Penal Code 22.05)
  - (f) Felony Criminal Mischief (Penal Code 28.03)
  - (g) Any offense listed under Mandatory Expulsions if within 300' of school property.
  - (h) Aggravated Assault, sexual assault, aggravated sexual assault, murder, capital murder, not school related event or on school property.

**Please note that if space does not permit, students who are expelled to the JJAEP as a discretionary placement may not be accepted or may be required to return to their school district prior to them completing their expulsion. The school district will make the decision if the student will return to their home campus or a DAEP. Priority will be given to mandated offenses. All discretionary placements will be for a period of 90 days unless the JJAEP campus is limited with slots and slots are needed for mandatory expulsions. In the event that there is a continued outbreak of COVID-19 or an Epidemic Outbreak and classrooms needs to be decreased once it is safe to continue onsite instruction, all discretionary expulsions will be referred back to their home district and be withdrawn from JJAEP. Mandated Offenses can be recommended to return to their home district upon completing a minimum of 90-120 attended days.**



## CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT

Darrell B. Hester Juvenile Justice Center  
PO Box 1690 / 2310 U.S. 77 Business, San Benito, TX 78586  
Tel: (956) 399-3075 Fax: (956) 399-3705

Brownsville Satellite Office  
35 Orange Street, Brownsville, TX 78521  
Tel: (956) 544-0868 Fax: (956) 544-0887

**Rose M. Gomez**  
Chief Juvenile Probation Officer

**Annie M. Romero**  
Deputy Director

**Michael Martinez**  
Deputy Director

### EXHIBIT "B"

### J.J.A.E.P. REQUEST FOR STUDENT RECORDS FORM

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

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

Student's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

School District: \_\_\_\_\_

Campus: \_\_\_\_\_

Grade: \_\_\_\_\_

Special Education: ☐ Yes ☐ No

ESL ☐ Yes ☐ No

If yes, what is the student's disability? ☐ Emotionally Disturb ☐ Learning Disability ☐ Other (504 or OHI)?

Dear School District Administrator's,

In order for the Cameron County Juvenile Justice Alternative Education Program (JJAEP) to better serve the above named child, as well as meeting the conditions of the 2024-2025 Cameron County School District's M.O.U., we are requesting that you provide the following school records prior to the student's placement at JJAEP. **Please have all this information at the time of the expulsion hearing for the JJAEP Administrator or designee. A student will not be enrolled until the following information is provided.**

- ☐ Letter of Expulsion from the School District (must state alleged offense, and # of expelled days)
- ☐ Birth Certificate
- ☐ Social Security Card
- ☐ Attendance Records (number of absent days)?
- ☐ Academic Achievement Records
- ☐ Official school transcripts
- ☐ Current withdrawal grades
- ☐ Earned high school credits at middle school
- ☐ Graduation plan (High School Only)
- ☐ Discipline Records
- ☐ Unique ID Number
- ☐ Grade Verification
- ☐ Current Schedule
- ☐ State required standardized test data, including intelligence, aptitude, interest, personality, and social adjustment rating
- ☐ Health services records/ Immunization records
- ☐ Copy of Police Report and Incident reports for the incident that determined expulsion
- ☐ Copies of correspondence with parents and others concerned with student
- ☐ Prior to placement Special Programs Identification and most current documentation to include: Special Education Services ARD services, IEP and modification sheets, Bilingual/ESL Services, Home Language Survey, Language Test date/score, LPAC review form, TELPAS scores, Observation Protocol indicators, Gifted & Talented Services, At Risk Services, Criteria Indicator testing, 504 Services, 504 Review sheet & Modification Sheet
- ☐ If the child is receiving special education services, was current BIP included? ☐ yes ☐ no
- ☐ Please provide State Mandated Individual Confidential Student Report

Even though a decision may not be made on the same day of the hearing, we are still requiring the above information. Once the district makes their decision, we will only be pending the expulsion letter instead of all the information. In the event that the student is not expelled, all paperwork will be shredded. Please be assured that the JJAEP Administrator keeps all records confidential and locked in filing cabinets.

D. Due to space, expense, and program considerations, it is the intent and the expectation of the parties that the Program's first priority is to serve students expelled on a mandatory basis, by participating school districts under Section 37.007 (a), (d), or (e), of the Texas Education Code, mandatorily placed in the Program. Its second priority is to serve, when possible and as directed by individual participating school districts, those expelled students placed by the expelled student's participating school district at its own discretion. **Prior approval of the Cameron County Juvenile Justice Alternative Education Program Administrator, Chief Juvenile Probation Officer or Deputy Chief Juvenile Probation Officer is required for placement in the County JJAEP of students expelled for discretionary, second-priority reasons.** Students eighteen years but not older, expelled under Section 37.007 (a), (d), or (e), of Texas Education Code shall be served only at the discretion of the Juvenile Justice Alternative Education Program's Chief Juvenile Probation Officer or Deputy Chief Juvenile Probation Officers, or its designee, as required, depending upon space over 150 students, and upon consultation with the expelling school district's liaison or home school superintendent. **Prior to reaching a 150-student capacity, JJAEP shall initiate 90-day Review of current students in order to maintain proper student population to best ensure educational services. No student can be re-expelled to the JJAEP for the same offense.**

E. It is agreed and understood that mutual agreement, reduced to writing and signed by a designated official of the participating school district, must be reached between the designated Cameron County Juvenile Justice Department and the participating school district before a recommendation is made to the Juvenile Court to order a student expelled under Section 37.007 of the Texas Education Code to attend a regular classroom, a regular campus, or a school district alternative education program as a condition of probation. The participating school districts are not waiving their rights under Texas Education Code §37.010 to prohibit a Court from ordering a student expelled by a school district under Texas Education Code §37.007 to attend a school district's regular classroom, regular campus, or alternative education program as a condition of probation, and the County of Cameron hereby agrees that any court order without such written mutual agreement on file is void and unenforceable with the participating school district. It is further understood that if the student continues to display inappropriate conduct once re-admitted pursuant to such court order under such written mutual agreement, the participating school district may, in its sole discretion, by written notice to the Court revoke its agreement to permit the expelled student re-entry to its school as a condition of probation, and the Court will enter an order modifying the student's probation as it relates to attendance at the participating school district's school, and remove the student from the school immediately.

F. The participating school districts do not waive their rights under Texas Education Code §37.010(d). Pursuant to paragraph D above, if a participating school district gives permission for a Court to order a student to attend an alternative education program as a condition of probation, and the student is referred to juvenile court again during that school year, it is further agreed that the juvenile court may not order the student to attend an alternative education program in a participating district without the participating school district's consent until the student has successfully completed any sentencing requirements the court imposes. The County or the County court may refer a student expelled for reasons other than set forth in Sections 37.007(a),

(d) or (e), of the Texas Education Code back to the sending school district upon advising the school district.

G. If a student who is ordered to attend a juvenile justice alternative education program moves from Cameron County to another county with a population greater than 125,000 or with a Juvenile Justice Alternative Education Program, the County of Cameron juvenile court shall request the juvenile justice alternative education program in the county to which the student moves, to provide educational services to the student in accordance with the local memorandum of understanding between the school district and juvenile board in the receiving county and in accordance with the state mandated criterion.

H. If a child released pursuant to Section 53.02 of the Texas Family Code, is expelled under Section 37.007(a), (d), or (e) of the Texas Education Code, the release shall be conditioned on the child's attending the Cameron County Juvenile Justice Alternative Education Program pending a deferred prosecution or formal court disposition of the child's case. If a child, being released under Section 54.01 of the Texas Family Code, is expelled under Section 37.007(a), (d), or (e) of the Texas Education Code, the release shall be conditioned on the child's attending the Cameron County Juvenile Justice Alternative Education Program through a court-ordered "Conditions of Release Agreement," pending a deferred prosecution or formal court disposition of the child's case.

I. The parties agree that the order to participate in the program, through a court-ordered "Conditions of Release Agreement" and the Code of Conduct shall be incorporated into each student's case file prior to admission and that no student shall be exempted from any requirement in those documents. Each participating school district shall provide with each student's case file, at time of submission, a copy of the Student Code of Conduct for that student. The student code of conduct outlines staff expectations of students and proper disciplinary actions for violations and an acknowledgment of student and parent review prior to returning to the home-school. The Student Code of Conduct shall be provided at the enrollment to the Juvenile Justice Alternative Education Program by the J.J.A.E.P. Program Administrator/designee or JJAEP staff.

J. The County of Cameron shall provide the Program to all students expelled from school under Section 37.007 (a), (d), or (e), who immediately shall be admitted to, and served by, the Cameron County Juvenile Justice Alternative Education Program. If there is no available space for additional students expelled from school under Section 37.007 (a), (d), or (e) to enter the Program, students expelled for under other subsections not related to Section 37.007(a), (d), or (e) may be removed from the Program and transitioned back to the sending School District, or their resident school district's alternative education program. Such students shall be placed on a priority "waiting list" for the next available opening, and pending return to the Program shall be served in an alternative education program provided by the school district. No expelled student may be ordered by a court under this Agreement to attend a participating school district's regular classroom or regular campus under this paragraph, without the consent of the school district.

K. The participating school districts agree to meet at least once each year to discuss the progress

of the program and revise applicable program guidelines to address any additional needs.

L. The County of Cameron hereby agrees that each juvenile court judge, through a court order attached routinely to each case involving a student attending the school districts which are a party to this Agreement, will order, and give permission for, the release by County of Cameron officials to school officials having a legitimate interest in the proceedings, of information, in addition to the information required to be released pursuant to Texas Code of Criminal Procedure, Art. 15.27, regarding charged offenses by student juveniles on probation that relate to allegations of behavior which would be punishable as a felony when the juvenile is an adult. This Agreement is not intended to limit the discretion of the juvenile court judges to order, and give permission, for the release of other student juvenile offense information requested to be released to the participating school districts in other offenses.

IN MULTIPLE ORIGINALS, as authorized by the County of Cameron by action of the Cameron County Commissioners Court and by each of the other participating school districts by action on dates as indicated below, to be effective the first day of **August 1, 2024**.

**BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

Date of School Board  
Authorization:

8-6-2024

By:

  
Dr. Jesus H. Chavez  
Superintendent