2025-2026 MEMORANDUM OF UNDERSTANDING JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

THE STATE OF TEXAS§COUNTY OF MONTGOMERY§

THIS Agreement is entered into by, between, and among the **MONTGOMERY COUNTY JUVENILE BOARD**, hereinafter referred to as **"BOARD"** and the **SPLENDORA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the **"DISTRICT"**.

WHEREAS, the BOARD and the DISTRICT 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 referred to as 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, the purpose of this memorandum of understanding is to set forth the duties and responsibilities of the **BOARD** and the **DISTRICT** regarding the operation of the Montgomery County Juvenile Justice Alternative Education Program hereinafter referred to as the "JJAEP" and to comply with the requirements of Texas Education Code §37.011 (k), (l), and (m).

WHEREAS, the parties concur that the educational component of the JJAEP can be administered most efficiently by the Conroe Independent School District because the JJAEP is located within the geographic boundaries and educational jurisdiction of the Conroe Independent School District;

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:

1. Student Eligibility

1.1 Attendance at the **JJAEP** for the category of students described in paragraph A of this section is mandatory. For paragraphs B, C and D of this section, the **DISTRICT** may elect whether or not to enroll these students in the **JJAEP**. If the **DISTRICT** elects not to offer the **JJAEP** as a post-expulsion placement option for these students, the **JJAEP** is not responsible for the education of these students.

A. Students shall be placed in the **JJAEP** in those cases where they have been officially charged by the submission of an offense report, arrested and referred to the Montgomery County Juvenile Probation Department for committing one of the offenses enumerated under Texas Education Code §37.007 (a), (d) or (e). These offenses shall be referred to as "Category A" offenses. See appendix "B" or "C" for list of offenses. Said placement shall apply to students who have not had a finding entered by the Court regarding delinquency for committing a Category A offense.

Β. If a student is expelled from the **DISTRICT** for committing a Category A offense but: (1) is not arrested or referred to the Montgomery County Juvenile Probation Department for an offense listed in Texas Education Code §37.007 (a), (d) or (e); (2) a determination is made under Texas Family Code §53.01 that the person referred to juvenile court was not a "child" as that term is defined by Texas Family Code §51.02(2); (3) a determination is made that no deferred prosecution or formal court proceedings will be initiated against the child; (4) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or (5) the child was adjudicated but no disposition was or will be ordered by the court, the student may be readmitted to the DISTRICT at the DISTRICT'S discretion and in accordance with the requirements of this memorandum of understanding. Such students are referred to as having committed an offense referred to as a "Category B" offense. The **DISTRICT** shall fully and fairly examine the circumstances surrounding the case, and, when appropriate, consult with the County Attorney's Office, the Juvenile Probation Department, and the student's parents. Following this examination, the **DISTRICT** is authorized to admit the student unconditionally, to the **DISTRICT** AEP, or pursuant to the provisions of this memorandum of understanding, provide that the student continue his or her placement in the JJAEP for the remaining period of the student's expulsion.

C. Students may be expelled for engaging in serious misbehavior in accordance with Texas Education Code §37.007 (c). A student may also be expelled for committing an offense described in Texas Education Code §37.007 (b) or (f). Students referred for first time misdemeanor offenses or for serious misbehavior shall be individually evaluated by the Montgomery County Juvenile Probation Department prior to being expelled into the **JJAEP**. The Montgomery County Juvenile Probation Department will make the final determination regarding admitting the student into the **JJAEP**. These offenses will be referred to as "Category B" offenses. See appendix "B" or "C" for list of offenses.

Students who have been officially charged by submission of an offense D. report and referred to the Montgomery County Juvenile Probation Department for committing any felony offense under Title 5, Penal Code, and the offense does not meet the criteria as a "Category A" offense, may be expelled into the JJAEP in accordance with Texas Education Code §37.0081. The Montgomery County Juvenile Probation Department will make the final determination regarding admitting the student into the JJAEP. These offenses will be referred to as "Category C" offenses. See appendix "C" for list of offenses. If a student is expelled from the **DISTRICT** for committing a category C offense but: (1) the charges are reduced to a misdemeanor offense; or (2) the court or jury finds that the student did not engage in a Category C offense and the case has been dismissed with prejudice, the student shall be readmitted to the DISTRICT. A student charged with a category C offense who is not under the court's jurisdiction shall be served by the **DISTRICT**.

E. Students who are required to register as a sex offender under Chapter 62, Code of Criminal Procedure and are under court jurisdiction may be removed from the **DISTRICT** and placed in the **JJAEP** in accordance with Texas Education Code §37.309(b). These offenses will be referred to as "Category D" offenses. See appendix "B" for list of offenses. A student who is not required to register as a sex offender or is not under court jurisdiction shall be returned to the **DISTRICT**. The

removal of registered sex offenders only applies to students whose offense was committed on or after September 1, 2007.

1.2 DISTRICT may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission Review and Dismissal (ARD) committee has conducted a behavior manifestation determination, indicating that the alleged misconduct is not related to the student's disability. A representative of the JJAEP shall be given the opportunity to attend the ARD committee meeting. A copy of the behavioral manifestation determination must be included with the student's records. After making such a determination, the sending **DISTRICT'S** ARD committee shall determine what related services are necessary to comply with the IDEA. The sending **DISTRICT** shall remain responsible for making available the special education services necessary to implement the student's individual education plan (IEP) and/or individual transition plan (ITP). The sending **DISTRICT** serves as the local education agency (LEA) for all students expelled from the sending **DISTRICT** to the **JJAEP**. The sending **DISTRICT** may make related services available in conjunction with the JJAEP or at a separate time and location, at the discretion of the DISTRICT. If the sending DISTRICT chooses to make such related services available in conjunction with the JJAEP, the sending **DISTRICT** shall cooperate with the **JJAEP** to minimize disruption of the **JJAEP**. If the sending **DISTRICT** requires the student to leave the JJAEP for educational services, the IEP and/or ITP will include the need for transportation as a related service. If, after placement of a student in the JJAEP, the administrator of the program or the administrator's designee has concerns that the student's educational or behavioral needs cannot be met in the program, the administrator or designee shall immediately provide written notice of those concerns to the sending **DISTRICT** from which the student was expelled. The student's admission, review, and dismissal committee shall meet to reconsider the placement of the student in the program. The **DISTRICT** shall, in accordance with applicable federal law, provide the administrator or designee with reasonable notice of the meeting, and a representative of the program may participate in the meeting to the extent that the meeting relates to the student's continued placement in the program. The CONROE INDEPENDENT SCHOOL DISTRICT is not required to provide any related services to students assigned to the JJAEP facility who are not residents of the CONROE INDEPENDENT SCHOOL DISTRICT.

1.3 If the **JJAEP** determines that a student who has not been previously qualified as a student with disabilities under the IDEA may be eligible for services under the IDEA, the District of residence shall conduct all necessary evaluations to determine if the student does qualify for services under the IDEA.

1.4 The **JJAEP**, in collaboration with the sending **DISTRICT**, shall ensure that a student who is non-English speaking or who speaks English as a second language (ESL) is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). Documentation of the LPAC determinations shall be maintained by the **JJAEP**.

1.5 The **JJAEP** shall ensure, in collaboration with the sending **DISTRICT**, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. Documentation of Section 504 eligibility determinations shall be maintained by the **JJAEP**.

1.6 Students expelled to the **JJAEP** shall receive instruction in English language arts, mathematics, science, social studies, and self-discipline. **DISTRICT** shall consider course credit earned by a student while in the **JJAEP** as credit earned in a **DISTRICT** school.

1.7 Any student who does not meet the eligibility requirements of this memorandum of understanding is not entitled to educational services provided by the **JJAEP**.

Required Documentation

2.1 Upon referral of a student to the JJAEP, the sending **DISTRICT** shall forward to the JJAEP the same records it is required to forward to another public school when a student moves from one district to another. <u>No</u> <u>student shall be admitted into the JJAEP until all of the student's records have been received</u>. Records that should be forwarded to the JJAEP include but are not limited to the following student records:

- The student's current transcript including all achievement test records;
- The student's current year report card;
- Withdrawal form, which shall indicate the list of courses in which the student is currently enrolled and <u>the current earned grade in each course for the current grading cycle</u>;
- The student's State of Texas Assessments of Academic Readiness (STAAR) summary sheet;
- The student's I.E.P., and most recent ARD documents including minutes;
- The student's behavioral manifestation determination;
- The student's immunization records;
- The student's valid Social Security number or if no Social Security number exists, then the student's State Identification number;
- Expulsion letter;
- Parent Acknowledgement Form;
- J.J.A.E.P. Intent to Enter Form; and
- Graduation Plan.

3. Funding

3.1 Funding for the **JJAEP** is provided by the State through the Texas Juvenile Justice Department for all Category A students who attend the **JJAEP**. The **DISTRICT** shall not assume any financial liability for such students.

3.2 **Conroe Independent School District** will collect from each district \$85.00 per day for each Category B and \$100.00 per day for each Category C student assigned to the **JJAEP**. Districts that choose to send Category B or C students to the JJAEP will be billed at the end of each semester. Payment is due within 30 days of receipt.

3.3 Should a Category B student accumulate 4 or more unexcused absences from the **JJAEP**, the **JJAEP** will advise the **DISTRICT** in writing of such absences.

3.4 Category B students who are absent ten consecutive days will be withdrawn from the **JJAEP** in accordance with **DISTRICT** policy.

4. Length of Placement

4.1 The term of placement shall not exceed the length of court-imposed supervision or, if the student is placed on deferred prosecution, the length of placement shall not exceed 6 months.

4.2 The length of placement for Category B students will be determined by consultation between the **DISTRICT** and the **JJAEP** with a minimum of 30 successful days and a maximum of 90 successful days in the program.

4.3 The length of placement for Category C students will be determined by consultation between the **DISTRICT** and the **JJAEP** with a minimum of 30 successful days and a maximum of 180 days in the program.

4.4 The length of placement for Category D students shall be a minimum of one semester but not to exceed 180 days. One semester is defined by the **DISTRICT** calendar.

4.5 In the event that a Category D student transfers in from another district during the student's placement, the student shall receive credit for the length of placement served from the sending district/placement toward the term of placement in the **JJAEP**.

4.6 The length of placement may be reduced if all entities are in agreement that the reduction in time is in the best interest of the student.

4.7 The length of placement shall not be extended unless all entities are in agreement that the extension in time is in the best interest of the student.

4.8 In the event that a JJAEP student is detained in the Montgomery County Juvenile Detention Center or placed in a residential (out of home) placement, the Montgomery County Juvenile Probation Department shall retain the discretion to assign credit for the length of placement to the term of expulsion/removal.

4.9 In the event of overcrowding, the **JJAEP** reserves the right to establish a waiting list for admission or to return any Category B student to his or her home **DISTRICT** prior to the completion of the term of expulsion.

5. Administration of the State of Texas Assessments of Academic Readiness (STAAR)

- The **Conroe Independent School District** shall be responsible for acquiring all secure and non-secured test materials, which shall be made available to students enrolled in the **JJAEP** on the day the STAAR is to be administered.
- The **Conroe Independent School District** shall be responsible for training and certifying by oath all designated testing and non-testing staff.
- The **Conroe Independent School District** shall be responsible for administering the STAAR to those students enrolled in the **JJAEP**.
- The **DISTRICT** shall be responsible for retrieving all secured answer documents attributed to the **DISTRICT'S** students that are enrolled in the **JJAEP** from the **JJAEP** facilities.
- The **Conroe Independent School District** shall be responsible for returning all non-secured and secured testing material to the appropriate TEA agent.

6.

Transportation

6.1 Transportation to the **JJAEP** shall be the responsibility of the sending **DISTRICT**. Students should arrive at 2235 North First Street, Conroe, TX 77301 no later than 7:15 A.M. on each day school is in session. Transportation home shall be the responsibility of the student's parent or guardian. In rare instances when transportation home is not available, the **JJAEP** staff will make necessary arrangements to assure the student arrives home safely.

7.

Situs, Fiscal Agent, and Staffing Requirements

7.1 The Montgomery County Juvenile Probation Department is designated as the situs of the JJAEP.

7.2 The **Conroe Independent School District** shall provide administration of the educational aspects of the **JJAEP** and serve as the Fiscal Agent for the **BOARD** and for each of the other participating Districts.

7.3 The **Conroe Independent School District** shall administer the educational program on a day-to-day basis in accordance with policies promulgated and/or adopted by the **BOARD**; shall maintain all educational records applicable to the **DISTRICT** with regard to the status and ultimate disposition of each student assigned to the **JJAEP**; and shall provide the necessary curriculum in accordance with Texas Education Code §37.011, and; other such responsibilities normally associated with the administration of educational services.

7.4 As Fiscal Agent, the **Conroe Independent School District** Shall disburse program funds applicable to education services; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program and shall correspond with each student's home District with regard to the status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with the administration of educational services. <u>See appendix "D" for PEIMS procedures</u>.

7.5 The expenses of the educational program shall be covered by those funds received in compliance with Texas Education Code §25.037 and §25.038. **Conroe Independent School District** will invoice all other Districts at the end of each semester for tuition associated with Category B or C students. Payment is due within 30 days.

7.6 Nothing herein shall burden the **Conroe Independent School District**, the **BOARD**, or any other participating District with the added expense necessary to address or accommodate any particular needs of special education, education of the handicapped, accommodation of a disability, or other special requirements unique to a particular student. Such services, costs, and expenses shall remain the responsibility of the **DISTRICT** in which the student is or was last regularly enrolled prior to the student's placement in the **JJAEP**.

7.7 The Chief Juvenile Officer and the **BOARD** shall provide personnel in the form of **JJAEP** Administrator, juvenile supervision officers and juvenile probation officers to assure compliance with court orders and to provide client oversight consistent with typical client contact (i.e. client counseling, crisis intervention, family counseling, etc.). The **BOARD** shall also provide the physical plant. The **Conroe Independent School District** shall provide the personnel necessary to deliver educational services.

8. Miscellaneous

8.1 Consistent with the Texas Education Code and Texas Juvenile Justice Code, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this memorandum of understanding.

8.2 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 memorandum of understanding will 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 other party or its officers, employees, or agents.

8.3 In accordance with Texas Education Code §37.011(j) the Board, County, and Commissioners Court are immune from liability to the same extent as a school district, and the **BOARD'S** or County's professional employees and volunteers are immune from liability to the same extent as a school district's professional employees and volunteers.

8.4 If there is no available space for additional students to enter the program, additional assigned students may be placed on a "waiting list" for the next available opening. However, no expelled student may be ordered to attend

a regular classroom, a regular campus, or a **DISTRICT** alternative education program, without the informed consent of the **DISTRICT**.

8.5 The term of this memorandum of understanding shall be for the 2025-2026 school year according to the school calendar of the Conroe Independent School District. <u>See appendix "E"</u>. Thereafter, renewal may be made on a year-to-year basis by mutual consent of the parties.

8.6 Students who are 17 years of age or older and who are expelled for a Category A offense committed on or after the age 17 are eligible for the JJAEP.

8.7 Students who are 17 years of age or older and who are expelled for Category B offenses may not be placed in the **JJAEP**. The **DISTRICT** of residence shall be responsible for providing for the student's education or G.E.D. preparatory classes.

8.8 A **DISTRICT** principal or designee shall make at least one visit to the **JJAEP** campus for each student expelled to the **JJAEP**. The purpose of the visit is to monitor student progress and encourage rehabilitation.

8.9 The **DISTRICT**, in conjunction with the **JJAEP**, will evaluate each student who is pregnant or becomes pregnant while attending the **JJAEP**. Consideration will be given to programs available within the **DISTRICT** to serve such students.

Signed on behalf of their respective boards by:

Chair, Montgomery County Juvenile Board

ule, 225

Date

President, Board of Trustees

Date

 $\underline{Appendix}\,\underline{A}-\underline{See}\,\underline{Appendix}\,\underline{C}$

<u>Appendix B</u> – See Appendix C

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Appendix C



Juvenile Justice Alternative Education Offense Codes

2023/24 and 2024/25 School Years

Offense Code	Offense Description	Offense Type		
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02(a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory		
37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] [EC 37.007 (a)(1)] (For students who are under the age of 18.)	Mandatory		
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)] [EC 37.007(a)(1)]	Mandatory		
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(A)] [EC 37.007(a)(1)]	Mandatory		
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(B)] [EC 37.007(a)(1)]	Mandatory		
37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05(a)(1)(C)] [EC 37.007(a)(1)]	Mandatory		
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)] [EC 37.007 (a)(1)]	Mandatory		
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)] [EC37.007(a)(1)]	Mandatory		
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05(a)(4)] [EC 37.007(a)(1)]	Mandatory		
37.007A15I	007A15I Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)] [EC 37.007(a)(1)]			
37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)] [EC37.007(a)(1)]	Mandatory		
37.007A2A1	Aggravated Assault [PC 22.02] [EC 37.007(a)(2)(A)]	Mandatory		
37.007A2A2	Aggravated Sexual Assault [PC 22.021] [EC 37.007(a)(2)(A)]	Mandatory		
37.007A2A3	Sexual Assault [PC 22.011] [EC 37.007(a)(2)(A)]	Mandatory		
37.007A2B	Arson [PC 28.02] [EC 37.007(a)(2)(B)]	Mandatory		
37.007A2C1	Murder [PC 19.02] [EC 37.007(a)(2)(C)]	Mandatory		
37.007A2C2	Capital Murder [PC 19.03 [EC 37.007(a)(2)(C)]	Mandatory		
37.007A2C3	Attempted Murder or Capital Murder [PC 15.01] [EC 37.007(a)(2)(C)]	Mandatory		
37.007A2D	Indecency with A Child [PC 21.11] [EC 37.007(a)(2)(D)]	Mandatory		
37.007A2E	Aggravated Kidnapping [PC 20.04] [EC 37.007(a)(2)(E)]	Mandatory		
37.007A2F	Aggravated Robbery [PC 29.03] [EC 37.007(a)(2)(F)]	Mandatory		
37.007A2G	Manslaughter [PC 19.04] [EC 37.007(a)(2)(G)]	Mandatory		
37.007A2H	Criminally Negligent Homicide [PC 19.05] [EC 37.007(a)(2)(H)]	Mandatory		
37.007A2I	Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02] [EC 37.007(a)(2)(I)]	Mandatory		
37.007A3	Felony Drug, excluding marijuana and THC [EC 37.007(a)(3)(C)] [EC 37.006(a)(2)(C)]	Mandatory		
37.007D	Retaliation [EC 37.007(d)]	Mandatory		
37.007E	Federal Firearm [EC 37.007(e)]	Mandatory		
37.007B1D	False Alarm or Report [PC 42.06] [EC 37.007(b)(1)]	Discretionary		
37.007B1E	Terroristic Threat [PC 22.07] [EC 37.007(b)(1)]	Discretionary		

Offense Code	Offense Description	Offense Type
37.007B2A	Felony marijuana or THC [HSC 481] [EC 37.007(b)(2)(A)(i); 37.006(a)(2)(C-1)	Discretionary
37.007B2A1	Misdemeanor Marijuana [HSC 481] [EC 37.007(b)(2)(A)(i)] Misdemeanor Controlled Substance [HSC 481] [EC	Discretionary
37.007B2A1B	Discretionary	
37.007B2A2	Misdemeanor Dangerous Drug [HSC 481] [EC 37.007(b)(2)(A)(ii)]	Discretionary
37.007B2A3	Alcohol [HSC 481] [EC 37.007(b)(2)(A)(iii)] [EC 37.006(a)(2)(D)]	Discretionary
37.007B2B	Glue or Aerosol Paint [HSC 485.031-485.034] [EC 37.007(b)(2)(B)]	Discretionary
37.007B2CA	Assault on a Volunteer [PC 22.01(a)(1)] [EC 37.007(b)(2)(C)]	Discretionary
37.007B2CB	Assault on an Employee [PC 22.01(a)(1)] [EC 37.007(b)(2)(C)]	Discretionary
37.007B2D	Deadly Conduct [PC 22.05] [EC 37.007(b)(2)(D)]	Discretionary
37.007B3A	Non-School Student on Student Aggravated Assault, Sexual Assault, or Aggravated Sexual Assault [EC 37.007(b)(4)]	Discretionary
37.007B3B	Non-School Student on Student Murder, Capital Murder, or Attempted Murder/Capital Murder [PC 19.02 or 19.03] [EC 37.007(b)(4)]	Discretionary
37.007B3C	Non-School Student on Student Aggravated Robbery [EC 37.007(b)(4)]	Discretionary
37.007B4	On or within 300 Ft Rule – Mandatory Offense or Possession of Firearm [EC 37.007(b)(3)]	Discretionary
37.007B5	Breach of Computer Security School Network [PC 33.02] [EC 37.007(b)(5)]	Discretionary
37.007C	Serious Misbehavior [EC 37.007(c)]	Discretionary
37.007D(D)	Retaliation [EC 37.007(d)]	Discretionary
37.007F	Felony Criminal Mischief [PC 28.03] [EC 37.007(f)]	Discretionary
37.309	Registered Sex Offender [EC 37.309]	Other
PROBCO1	Probation Placement	Other
PROBCO2	Court Order	Other
37.0081B	Title 5 Felony Murder [PC 19.02] [EC 37.0081(a)]	Discretionary
37.0081C	Title 5 Felony Capital Murder [PC 19.03] [EC 37.0081(a)]	Discretionary
37.0081D	Title 5 Felony Manslaughter [PC 19.04] [EC 37.0081(a)]	Discretionary
37.0081E	Title 5 Felony Criminal Negligent Homicide [PC 19.05] [EC 37.0081(a)]	Discretionary
37.0081F	Title 5 Felony Unlawful Restraint [PC 20.02] [EC 37.0081(a)]	Discretionary
37.0081G	Title 5 Felony Kidnapping [PC 20.03] [EC 37.0081(a)]	Discretionary
37.0081H	Title 5 Felony Aggravated Kidnapping [PC 20.04] [EC 37.0081(a)]	Discretionary
37.0081I	Title 5 Felony Smuggling of Persons [PC 20.05] [EC 37.0081(a)]	Discretionary
37.008112	Title 5 Felony Continuous Smuggling of Persons [PC 20.06] [EC 37.0081(a)(1)(A)(i)]	Discretionary
37.0081J	Title 5 Felony Trafficking of Persons [PC 20A.02] [EC 37.0081(a)]	Discretionary
37.0081J2	Title 5 Felony Continuous Trafficking of Persons [PC 20A.03] [EC 37.0081(a)(1)(A)(i)]	Discretionary

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Offense Code	Offense Description	Offense Type
37.0081K	Title 5 Felony Indecency with a Child [PC 21.11] [EC 37.0081(a)]	Discretionary
37.0081K2	37.0081K2Title 5 Felony Continuous Sexual Abuse of Young Child or Disabled Individual for 17+ kids [PC 21.02] [EC (a)(1)(A)(i)]	
37.0081K3	Title 5 Felony Bestiality [PC 21.09] [EC(a)(1)(A)(i)]	Discretionary
37.0081L	Title 5 Felony Invasive Visual Recording [PC 21.15] [EC 37.0081(a)]	Discretionary
37.0081L2	Title 5 Felony Unlawful Disclosure or Promotion of Intimate Visual Material [PC 21.16] [EC 37.0081(a)(1)(A)(i)]	Discretionary
37.0081L3	Title 5 Felony Voyeurism [PC 21.17] [EC 37.0081(a)(1)(A)(i)]	Discretionary
37.0081L4	Title 5 Felony Sexual Coercion [PC 21.18] [EC 37.0081(a)(1)(A)(i)]	Discretionary
37.0081M	Title 5 Felony Assault [PC 22.01] [EC 37.0081(a)]	Discretionary
37.0081N	Title 5 Felony Sexual Assault [PC 22.011] [EC 37.0081(a)]	Discretionary
37.0081P	Title 5 Felony Aggravated Assault [PC 22.02] [EC 37.0081(a)]	Discretionary
37.0081Q	Title 5 Felony Aggravated Sexual Assault [PC 22.021] [EC 37.0081(a)]	Discretionary
37.0081R	7.0081R Title 5 Felony Injury to a Child, Elderly Individual, or Disabled Individual [PC 22.04] [EC 37.0081(a)]	
37.0081S	Title 5 Felony Abandoning or Endangering Child [PC 22.041] [EC 37.0081(a)]	Discretionary
37.0081T	Title 5 Felony Deadly Conduct [PC 22.05] [EC 37.0081(a)]	Discretionary
37.0081U	Title 5 Felony Terrorist Threat [PC 22.07] [EC 37.0081(a)]	Discretionary
37.0081V	Title 5 Felony Aiding Suicide [PC 22.08] [EC 37.0081(a)]	Discretionary
37.0081W	Title 5 Felony Tampering with Consumer Product [PC 22.09] [EC 37.0081(a)]	Discretionary
37.0081X	Title 5 Felony Harassment by Persons in Certain Correctional Facilities; Harassment of Public Servant [PC 22.11] [EC 37.0081(a)]	Discretionary
37.0081Y	Aggravated Robbery [PC 29.03] (EC 37.0081(a)]	Discretionary
DOI	Offense Identified in District of Innovation (DOI) Plans Provided by Sending School District	Discretionary
37.0052	Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior [EC 37.0052)]	Discretionary

Appendix D - PEIMS Procedures

CISD STUDENTS IN A PERMISSIVE PLACEMENT

ADA eligibility Campus ID of Enrollment Campus ID of Residence Student attribution code

1 our JJAEP campus their home campus 02

CISD STUDENTS IN A MANDATORY PLACEMENT

ADA eligibility Campus ID of Enrollment Campus ID of Residence Student attribution code 4 our JJAEP campus their home campus 02

OUT OF DISTRICT STUDENTS IN A PERMISSIVE PLACEMENT OUT OF DISTRICT STUDENTS IN A MANDATORY PLACEMENT

ADA eligibility Campus ID of Enrollment Campus ID of Residence Student attribution code

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our JJAEP campus their home campus 02

DISCIPLINE RECORDS

Need to include on All CISD students placed (mandatory and permissive placements due to discipline) on Senate Bill 133 Report using Disciplinary Action Code '07' – Placement in an alternative education program established under Section 37.008.





2025-2026 School Calendar

APPROVED 1/16/24

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	Holiday
Â	Early release (Students)
	Workday for staff (No students)
\bigcirc	Teacher professional learning (No students)
03	Teacher exchange day (No students)

Report Cards

Individual campuses will report distribution date for report cards after each grading period.

Days of Instruction

	Students	Teache
1st Semester	83	93
2nd Semester	89	94
Total Days	172	187

Grading Periods Ist Semester

Grading period	Ends						
lst	October 9						
2nd	December 19						
2nd Semester							

Grading period	Ends
lst	March 6
2nd	May 22

Stud	ants
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Starting date	August 13
Ending date	May 22
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Starting date	August 4
Ending date	May 27

Student Holidays

abor Day	September 1
loliday	October 10 - 13
Holiday	November 3 - 4
Thanksgiving	November 24 - 28
Winter Break	Dec. 22 - Jan. 5
Martin Luther Kin	g, jr. Day Jan. 19
Holiday	February 13
Presidents' Day	February 16
Spring Break	March 9 - 13
Holiday	April 3 - 6
Memorial Day	May 25

Student	Early	Release					
December 19							

May 22

Teacher Work Days

August 4 August 12 January 5 May 26

Teacher Professional Learning Days August 5 - 11

November 4

Teacher Exchange Days (5 days exchanged for professional learning) October 10 November 3 February 13 April 6

May 27

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