

**MEMORANDUM OF UNDERSTANDING BETWEEN THE HARRIS COUNTY JUVENILE BOARD AND
(_____ SCHOOL DISTRICT).
THE HARRIS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
FOR THE 2025-2026 SCHOOL YEAR**

This Memorandum of Understanding (MOU) is entered into by and between the **Harris County Juvenile Board (HCJB)** and the _____ School District in regards to the Harris County Juvenile Justice Alternative Education Program for the 2025-2026 school year.

I. Background and Purpose

1.1 Chapter 37 of the Texas Education Code requires that HCJB establish and operate a Juvenile Justice Alternative Education Program (JJAEP) for youth who are expelled from school for the offenses described in Section 37.007 (a), (d), and (e) of the Texas Education Code. Chapter 54 of the Texas Family Code provides that the juvenile court, at a child's disposition hearing, may order the child to attend the JJAEP. School districts may contract with HCJB for placement of students in the JJAEP who are expelled from school for the offenses described in Section 37.007 (b), (c), and (f), Section 37.0081, Section 37.302, or who are ordered to attend the JJAEP by a juvenile court, as described in Section 54.04(b) of the Texas Family Code. Hereinafter, any reference to "Section" will be presumed to be a reference to the Texas Education Code unless otherwise indicated.

1.2 The purpose of this MOU is to define the duties and responsibilities of HCJB and School District regarding the operation of the Harris County JJAEP and to comply with the requirements of Section 37.011 (k), (l), and (m).

II. Goals

2.1 The major goals for the JJAEP are: (1) to provide a continuum of educational services to students; (2) to establish consistency, predictability, and appropriateness of student placement following expulsions from regular schools or alternative education programs; (3) to return students to a regular school setting when appropriate; (4) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; and (5) to provide educational and placement options for the juvenile courts.

III. Student Eligibility

3.1 Attendance at the JJAEP for Category A students (see subparagraph 3.1A) is mandatory. Attendance at the JJAEP for Category B students (see subparagraph 3.1B) and Category C students (see subparagraph 3.1C) is discretionary. Attendance at the JJAEP for Category D students (see Paragraph 7.6) is discretionary. Attendance at the JJAEP for Category E students (see subparagraph 3.1C) is mandatory. **BY COMPLETING THE APPROPRIATE PORTIONS OF ATTACHMENT B HERETO, THE SCHOOL DISTRICT MUST INDICATE WHETHER OR NOT IT DESIRES TO PLACE CATEGORY B STUDENTS IN THE JJAEP OR CONSENT TO PLACE CATEGORY C AND CATEGORY D STUDENTS IN THE JJAEP.** Except as provided for Category E students, if School District elects not to offer or consent to the JJAEP as a placement option for Category B, Category C or Category D students, the JJAEP is not responsible for the education of these students.

- A. Category A students will be placed in the JJAEP when they have been expelled for committing one of the offenses enumerated under Section 37.007(a), (d) or (e). A student will not qualify as a Category A student until an offense or investigative report is filed by a law enforcement agency and submitted to the JJAEP as required by rules adopted by the Texas Juvenile Justice Department (TJJD). JJAEP funding for Category A students is provided to HCJB by the TJJD.
- B. Category B students may be placed by School District in the JJAEP when they have been expelled by School District for committing an offense described in Section 37.007 (b) or (f), for engaging in serious misbehavior covered by Section 37.007 (c) while placed at the districts disciplinary alternative education program (DAEP), or for committing an offense described in Section 37.0081(a). Furthermore, Category B students may be placed by School District in the JJAEP pursuant to Sections 37.304 – 37.308. JJAEP funding and maximum spaces allowed for Category B students is provided pursuant to the terms of Attachment B.

- C. Category C students, with the written consent of School District, may be placed in the JJAEP by a juvenile court as described in Chapter 54 of the Texas Family Code, after the student has been charged with an offense defined as a misdemeanor and/or felony by the Texas Penal Code and adjudicated as delinquent by a juvenile court. HCJB and School District agree that, although School District may consent to the placement of a Category C student into the JJAEP, the actual placement of the student into the JJAEP and related terms of the placement are made by the appropriate juvenile court and not by School District. HCJB and School District agree that School District consent documentation for individual Category C JJAEP placements will be distributed to the courts prior to placement. JJAEP funding for Category C students is provided pursuant to the terms of Attachment B. If a Category C student is placed by court order in the JJAEP, however, without the written consent of School District (Category E), School District will not be responsible for funding regarding that student. **HCJB does not expect any Category C students for the 2025-2026 school year.**
- D. Category D students, who have been released from a residential adjudication facility administered by or under contract with the Harris County Juvenile Probation Department during the regular school year, may be placed by School District in the JJAEP for the remainder of the semester in which the student is released.

3.2 Students expelled for Category A offenses during the school year will attend the JJAEP for the remainder of their expulsion period.

3.3 Any student who does not meet the eligibility requirements of this MOU is not entitled to educational services by the JJAEP.

IV. Special Population Services

4.1 **Special Education** - Special education instructional and related services will be provided to students placed in the JJAEP in accordance with this section.

A. Placement Services:

- a. A School District may expel a student who has been identified as a qualified student with a disability under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission, Review and Dismissal (ARD) committee makes a determination pursuant to Federal law that the behavior leading to the expulsion is not a manifestation of the student's disability. The school district must invite the administrator of the JJAEP or the administrator's designee, as a non-consensus member, to a placement admission, review, and dismissal (ARD) committee meeting convened to discuss the expulsion of a student with a disability. After making such a determination, the district's ARD committee will determine what services, if any, are necessary to comply with the IDEA. In the case of a student who has been identified as a qualified student with a disability under the IDEA who brings a weapon to school, who knowingly possesses, uses, or solicits the sale of a controlled substance, or has inflicted serious bodily injury upon another person (while at school, on school premises or at a school function), federal law permits a change in placement to a discipline alternative education program for up to forty-five (45) school days, regardless of whether the conduct is a manifestation of the student's disabling condition.
- b. For Category "A" and "B" students, prior to referral to the JJAEP, School District must convene an ARD meeting to determine placement and necessary services to be provided while enrolled in the JJAEP.
- c. For Category "C", "D", and "E" students, the JJAEP will request that School District convene an ARD meeting within ten (10) days of enrollment in the JJAEP.

B. Evaluation and Child Find Services:

- a. Initial Evaluations:
 - (1) The JJAEP will assist School District that is responsible for all Child Find obligations;
 - (2) The JJAEP will establish a Core Team for the purpose of reviewing student progress, identifying pre-referral educational interventions, reviewing the success of those interventions, and referring to School District for a Full and Individual Initial Evaluation (FIIE) those students for whom pre-referral interventions were insufficient;
 - (3) The School District may assign a representative to the JJAEP Core Team;

- (4) The JJAEP will complete necessary referral documentation prior to notifying School District that a student may be in need of evaluation under IDEA;
- (5) Upon the Core Team's recommendation that a JJAEP student may be in need of special education services, **School District must complete a FIIE** no later than 45 school days following the date written consent was received as established by applicable laws and regulations. The School District is responsible for ensuring FIE timeline.

C. Transfer Services:

- a. Upon transition from the JJAEP to School District, the JJAEP will provide School District with information necessary for it to convene an ARD committee meeting, including, but not limited to, copies of the student folder contents, Individual Education Plans, parental consents, withdrawal forms, attendance reports, and report cards;
- b. The JJAEP will provide five days' notice to School District prior to the return of the student to School District; and,
- c. The JJAEP may, upon district request, assign a representative to attend the ARD committee meeting changing the student's placement from the JJAEP.

D. Special Education and Related Services:

a. Special Education Services:

- (1) Notwithstanding School District's obligation as the Local Education Agency (LEA) as described under the IDEA, the JJAEP will, upon School District's behalf, provide all special education instructional services required to implement the student's Individual Education Plan (IEP), in accordance with this MOU;
- (2) The School District remains responsible for IDEA compliance; and
- (3) The JJAEP is under no obligation to provide special education instructional or related services to students not enrolled in the JJAEP.

b. Related Services:

- (1) For purposes of this MOU, speech therapy will be considered a related service; and
- (2) The School District will remain responsible for providing any special transportation services. In addition, School District will remain responsible for providing any and all other special education related services necessary to implement the student's IEP. The School District may make such services available in conjunction with the JJAEP or at a separate time and location, at the discretion of School District. If School District chooses to make such services available in conjunction with the JJAEP, School District will cooperate with the JJAEP to minimize disruption of the JJAEP. If School District requires the student to leave the JJAEP for special education related services during the school day, School District must provide necessary transportation. The School District in which the JJAEP is located is not responsible for providing special education and related services under the IDEA to any non-resident student. This exception does not apply if such responsibilities are set forth under separate contract between HCJB, the district in which the student resides and the district in which the JJAEP is located. The student's district of residence will always be responsible for IDEA compliance.

E. After a student who has been identified as a qualified student with a disability under the IDEA is enrolled in the JJAEP, all ARD committee meetings related to that student will be conducted at the JJAEP campus to which the student is assigned. If the LEA prefers to conduct the ARD via video conference, the JJAEP will assist with coordination and designee participation.

F. Funding for special education instructional and related services will be provided in accordance with Paragraph 8.2 of this MOU.

4.2 Section 504 Eligible Students - The JJAEP must ensure, in collaboration with the sending school 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.

4.3 English as a Second Language (ESL) - The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC).

V. Responsibilities of HCJB

5.1 HCJB will establish and operate the JJAEP as required by Section 37.011 and in accordance with applicable state and federal law. The School District is responsible for providing transportation services to students to and from the JJAEP. The method of transportation will be determined by each individual School District. The JJAEP will be responsible for assisting School District in identifying the following students who are enrolled at the JJAEP:

- A. Juveniles charged with committing a felony offense by a law enforcement agency or officer;
- B. Juveniles adjudicated as delinquent by a juvenile court based on a finding of guilt for committing a felony offense; and
- C. Juveniles placed by a juvenile court, as a result of a finding of guilt for committing a felony offense, in a residential adjudication facility that is administered or overseen by the Harris County Juvenile Probation Department.

The School District is not responsible for any aspect of the operation of the JJAEP unless expressly provided in this MOU. Except as provided for Category E students, HCJB is not responsible for providing services to any student for whom it does not receive funding from either TJJD or School District.

VI. Terms and Conditions of Entrance and Exit

6.1 Upon School District's referral of a student to the JJAEP, or notification by the JJAEP to School District of the student's placement at the JJAEP by a juvenile court, School District will forward to the JJAEP the same records it is required to forward to another public School District when a student transfers, including but not limited to the following student records:

- A. For students in middle school, the student's Middle School Plan;
- B. For students in grades 9-12, the student's Graduation Plan;
- C. The student's current transcript, including all achievement test records;
- D. Withdrawal form, which will indicate the student's list of current courses in which he or she is enrolled, the earned grade and the textbook and other instructional resources being used with that subject;
- E. The student's State of Texas Assessment of Academic Readiness (STAAR) summary sheets, if applicable;
- F. The student's previous year's attendance record;
- G. The student's current year's attendance record; and
- H. The student's IEP in accordance with section IV of this MOU;
- I. The student's ESL or LPAC summary sheet; and
- J. The student's 504 summary sheet.

6.2 As soon as practicable after the JJAEP determines the date of a student's exit from the program, the JJAEP administrator or designee will provide written notice of the date of release to the student's parent/guardian and to the administrator at the campus to which the student intends to transition, and will provide any other information required for a personalized transition plan as set forth in Section 37.023. An educator employed by the JJAEP who holds a current certification granted under Section 21.003(a) must review academic progress of the student prior to the student's exit from the JJAEP and return to School District, and must certify completion of course work based upon a determination that the student has or has not mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Section 28.002. In accordance with Section 37.011 (d) such certification will be accepted by the district. The JJAEP will provide the district

with six week grades and final exam grades, the district will then be responsible for end of year promotion decisions and issuing credits in accordance with the district’s policies and procedures.

VII. Length of Student Placement

7.1 Unless otherwise provided for in this MOU, students who are expelled for Category A offenses must immediately, or as soon as practical, attend the JJAEP until the earliest of the date (i) they complete any court-imposed requirements, (ii) attended the required number of seat days, or (iii) as otherwise provided in Section 37.011(i). To the extent permitted under School District's student code of conduct and applicable policies and regulations, School District will endeavor to set the end of the expulsion term for Category A students to coincide with reasonable times for a student to return to School District, such as at the beginning of a semester or a school year. However, this agreement does not prescribe a minimum length of expulsion or placement at the JJAEP for Category A students.

7.2 Category B students will attend the JJAEP for the period of the individual student's expulsion or placement, and will adhere to a **minimum length of stay of 45 seat days**. If a School District has adopted a student code of conduct with terms of placement that are inconsistent with the minimum lengths of stay, then School District's student code of conduct will govern lengths of placement.

7.3 Category B students expelled for Title 5, Penal Code felony conduct will adhere to the following conditions regarding maximum lengths of stay:

Maximum Length of Placement	Conditions for Early Completion of JJAEP Placement
Graduation from High School	Upon successful completion of all court-ordered, probationary or parole requirements, OR the student’s length of JJAEP enrollment has exceeded 180 seat days, the district may rescind JJAEP placement at the end of the current school semester.
Felony Charges are Dismissed or Reduced to a Misdemeanor Offense	Upon notification by the prosecuting attorney’s office or the JJAEP office, the district will immediately rescind JJAEP placement.
Student Completes the Term of JJAEP Placement	Upon successful completion of all court-ordered, probationary or parole requirements, OR the student’s length of JJAEP enrollment has exceeded 180 seat days, the district may rescind JJAEP placement at the end of the current school semester.

7.4 Category C students will attend the JJAEP for the full period of their court-imposed period of probation and through the end of the semester in which the probationary period ends.

7.5 A calendar that sets forth the JJAEP school year is attached to this MOU and identified as Attachment C and will be used for determining the length of a student's placement at the JJAEP.

7.6 A Category D student who is released from a residential adjudication facility administered by or under contract with the Harris County Juvenile Probation Department during the regular school year may attend the JJAEP for the remainder of the semester in which the student is released, upon consultation and agreement by School District in which the student resides. Upon agreement by School District, the district will pay for the placement of such student who resides in School District at the rate established in Attachment B for Category B students.

7.7 In the case of a student who has been identified as a qualified student with a disability under the IDEA who brings a weapon to school, who knowingly possesses, uses, or solicits the sale of a controlled substance or engages in conduct causing serious bodily injury, federal law permits a change in placement to a discipline alternative education program for up to forty-five (45) school days, regardless of whether the conduct is related to the disabling condition as determined by an ARD committee. Notwithstanding this provision, a qualified student with a disability who engages in such conduct whose ARD committee determines that the conduct is not a manifestation of the student’s disability may be expelled for a time period in accordance with the School District’s Student Code of Conduct and/or the terms of this MOU.

7.8 If the student achieves 90% attendance and has satisfactory behavior, School District will have the option to reduce the student's placement term **after 45 seat days**.

VIII. Funding

8.1 Funding for the JJAEP is provided by the state through the TJJJ for all Category A students who must attend the JJAEP. The School District may contract with HCJB to provide an educational placement for all Category B, Category C, and Category D students according to the terms and conditions set forth in Attachment B hereto, the contents of which are incorporated herein as if fully set forth in this MOU. If a Category C student is placed by court order at the JJAEP, however, without the written consent of School District (Category E), School District will not be responsible for funding regarding that student.

8.2 The School District will pay the actual direct cost in excess of the rate established in Attachment B for Category B students, if any, of providing special education instructional and related services to eligible Category B, Category C and Category D students at the JJAEP, in accordance with Section IV of this MOU.

IX. Administration of Statewide Student Assessments

9.1 In accordance with Section 37.011(d), the following responsibilities are assigned for administering statewide student assessments to students enrolled at the JJAEP:

- A. The School District will be responsible for securing, coding and delivering to the Director of the JJAEP or his/her designee all student answer sheets at least one week, if possible, but not less than two days before the day on which the statewide student assessment is to be administered.
- B. If required by the agency responsible for overseeing the administration of statewide student assessments, the School District will be responsible for acquiring all test booklets, which will be made available to students enrolled at the JJAEP at least one week, if possible, but not less than two days before the day on which the statewide student assessment is to be administered.
- C. The JJAEP will be responsible for administering the examinations to those students enrolled at the JJAEP.
- D. The School District will be responsible for making necessary arrangements to retrieve all completed student answer sheets and testing materials attributed to the district's students that are enrolled in the JJAEP.
- E. The School District will be responsible for returning all test booklets to the appropriate TEA contracted agent.

X. Expedited Processing

10.1 Consistent with applicable law, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this MOU.

XI. Juvenile Probation

11.1 By executing this MOU, School District does not authorize any court to order a student expelled under Section 37.007 (a), (d), or (e) to attend a regular program, a regular campus, or a School District alternative education program as a condition of probation, nor will any court be authorized to order a student expelled under Section 37.007 (b), (c), or (f), where that School District has stipulated that such student will be placed in the JJAEP in accordance with the terms and conditions of this MOU, to attend a regular program, a regular campus, or a School District alternative education program as a condition of probation. Both School District and HCJB agree that no court has such authority pursuant to this MOU.

XII. Records/Information Release

12.1 To assist the Harris County Juvenile Probation Department in providing appropriate education services to youth in custody before adjudication, School District will, upon request, release educational and attendance records to the Harris County Juvenile Probation Department.

Pursuant to the Texas Family Code Section 58.0051 and 20 USC §1232(g) , the Harris County Juvenile Probation Department certifies that the institution and/or individual receiving such records will not disclose them to any other party except as provided by law.

12.2 The home district's point of contact will be notified within 24 hours if one of their students is involved in a crisis and/or emergency incident as a victim or perpetrator.

XIII. Truancy

13.1 The JJAEP will provide school districts with student attendance records every two weeks.

13.2 The JJAEP will notify the school district when a student fails to attend school without excuse on 3 or more days or parts of days within a four week period and when a student fails to attend school without excuse for 10 or more days or parts of days within a six month period.

13.3 The JJAEP will develop Truancy Prevention Measures after a student fails to attend school without excuse on 3 or more days or parts of days within a four week period. The JJAEP will provide school districts with a notification of the truancy prevention measures.

13.4 The School District will make a referral to court for truant conduct if the student fails to attend school without excuse for 10 or more days or part of days within a six month period.

XIV. Miscellaneous

14.1 This MOU is effective August 1, 2025 through July 31, 2026.

14.2 If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof continue in full force and effect.

14.3 This MOU, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party, that is not contained herein is of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

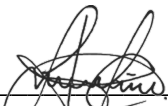
14.4 This MOU is executed in multiple originals, each of which will have the full force and effect of an original document, and each of which will constitute but one and the same instrument.

14.5 Pursuant to the requirements of the Uniform Electronic Transactions Act (UETA) in Chapter 322 of the Texas Business and Commerce Code, the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature.

EXECUTED this the _____ day of _____, 2025.

HARRIS COUNTY JUVENILE BOARD

_____ **SCHOOL DISTRICT**

By:  _____
Lina Hidalgo
Board Chair

By: _____
Name: _____ (date)

Title: _____

APPROVED AS TO FORM:

ATTEST:

CHRISTIAN D. MENELEE
Harris County Attorney

Neeharika Tumati
By: _____
Neeharika Tumati
Assistant County Attorney
C.A, File No. 25GEN

By: _____
Name: _____ (date)
Title:

**Attachment A
2025-2026 Harris County JJAEP MOU**

The number of 2023-2024 Category B, C & E MOU Spaces available per District will be determined by % of total Harris County felony juvenile offenders during 2023.

POPULATION		Aldine	Alief	Channelview	Clear Creek	Crosby	Cy-Fair	Deer Park	Galena Park	Goose Crk.	Houston	Huffman	Humble	Katy	Klein	La Porte	Pasadena	Sheldon	Spring	Spr. Branch	Tomball	Waller	TOTAL
JJAEP Category B & C Placements	2019-2020	0	49	0	1	0	0	0	0	0	12	1	0	1	51	2	20	0	2	0	0	0	139
	2020-2021	0	7	0	1	0	0	0	0	0	0	0	0	1	24	1	5	0	0	0	0	0	39
	2021-2022	0	19	0	1	0	2	0	0	4	5	3	0	5	38	1	30	0	0	0	0	0	110
	2022-2023	0	37	1	2	0	3	0	1	9	5	1	0	3	26	0	40	0	1	0	0	0	131
	2023-2024	4	3	0	2	0	23	0	4	6	27	0	12	2	6	1	10	0	8	2	0	3	113
Juvenile Offender Activity 2024	Felonies	131	98	8	29	7	129	7	30	23	425	8	73	51	78	7	99	15	73	38	8	12	1349
	% of Total Felony Offenders by ISD:	10%	7%	1%	2%	1%	10%	1%	2%	2%	32%	1%	5%	4%	6%	1%	7%	1%	5%	3%	1%	1%	100%
# of JJAEP Reserved Slots Available by ISD:		13	9	1	3	1	12	1	3	2	40	1	7	5	8	1	10	1	7	4	2	1	131
Requested																							0
	130 =Total Category B, C & E Slots Available																						

Attachment B
_____ School District
Reservation of Student Spaces and Schedule of Payments
for JJAEP School Year 2025-2026

Based on the _____ (School District) proportion of Harris County felony offenders who resided in School District in 2024, School District is allotted the maximum number of spaces described in Attachment A, for the 2025-2026 school year. These spaces, in combination, may be used to purchase Category B, Category C, and Category D discretionary spaces at a rate of \$120 per day. To be eligible for these spaces School District must complete the following steps no later than August 31, 2025:

- 1) Completely fill in all columns, as provided on the chart below. "Yes" entries in the second column indicate that these students will be placed in the JJAEP. "No" entries in the second column indicate that these students will not be placed in the JJAEP, therefore the JJAEP is not responsible for the education of students in this category;
- 2) Secure approval of the MOU, including Attachment B, by School District’s Board of Trustees; and
- 3) Return by August 31, 2025 the approved and signed MOU, including Attachment B to:

Julie Pruitt, Deputy Director
Harris County Juvenile Probation Department –Education Services Division
1200 Congress Street, Suite 6500
Houston, Texas 77002

Or
Email the signed MOU and Attachment B to Julie.Pruitt@hcjpd.hctx.net

All pro-rata spaces left unfunded by August 31, 2025 will be made available to other School Districts who desire more spaces at the \$120 pay rate. These spaces will be allocated to School Districts in direct proportion to the number of additional spaces requested in excess of those spaces allocated in Attachment A, of this MOU. School districts will express their intent to purchase additional spaces by completing the fourth column on the chart below.

After August 31, 2025, with the prior approval of the JJAEP, School District may enroll additional Category B and Category C students in the JJAEP in excess of the number of reserved student spaces at a rate of \$135 per day for each student placed in excess of reserved student spaces.

Category of Students	Placement of Students in Category B (Yes/No)	Number of Pro Rata Student Spaces Reserved at \$120 per day (Up to the total pro-rata share on Attachment A)	Number of Additional Student Spaces Needed (these spaces may be reserved at \$120 per day after August 31, 2025, depending on availability)
Category B Students (Discretionary)	No		
TOTAL FOR CATEGORY B		0	0

Payment and Refunds for Category A Students

For Category A students, funding is provided exclusively from state appropriations as governed by policy established by the Texas Juvenile Justice Department (TJJD).

Payment and Refunds for Category B, Category C and Category D Students

For Category B, Category C and Category D students, funding is provided by School District. If “Yes” is selected, the district must indicate the specific number of student spaces the district chooses to reserve for the 2025-2026 school year. For spaces reserved, the district agrees to pay HCJB a rate of \$120 for each space reserved up to and including the total number of pro rata spaces allocated in Attachment A, multiplied by 180 days. Payments will be made to HCJB in two equal installments, due on or before September 30, 2025 and December 31, 2026.

The School District will pay the actual direct cost in excess of \$120 per day, if any, of providing JJAEP services to Category B students placed under Section 37.0081 (Title 5, Penal Code Felony Offenders). This fee will be assessed by the Harris County Auditor’s Office, based on HCLB’s annual JJAEP financial audit for the 2025-2026 school year, and will be invoiced to the district.

Payment under this Agreement will be considered overdue if the district mails or electronically transmits payment after September 30, 2025 for the first installment and after December, 31, 2025 for the second installment, pursuant to Texas Government Code §2251.021. In accordance with Texas Government Code §2251.025, late payments by the district will begin to accrue interest (on an annual percentage rate “APR” basis) on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment for the 2025-2026 school year will be the rate defined in §2251.025, which is one percent plus the prime rate as published in the Wall Street Journal on July 1, 2025. Interest on an overdue payment stops accruing on the date the district mails or electronically transmits the payment.

Late charges will be assessed by the Harris County Auditor's Office and will be invoiced to the district.

The JJAEP will refund to School District all funds paid to reserve student spaces that were not fully used by the district at a rate of \$105 for each school day that the space was not used. A refund will be made to the district on or before September 30, 2026. Refunds under this Agreement will be considered overdue if the JJAEP mails or electronically transmits the refund after September 30, 2026, pursuant to Texas Government Code §2251.021. In accordance with Texas Government Code §2251.025, late refund payments by the JJAEP will begin to accrue interest (on an annual percentage rate “APR” basis) on the date the refund payment becomes overdue. The rate of interest that accrues on an overdue refund payment for the 2025-2026 school year will be the rate defined in §2251.025, which is one percent plus the prime rate as published in the Wall Street Journal on July 1, 2026. Interest on an overdue refund payment stops accruing on the date the JJAEP mails or electronically transmits the refund payment.

Any funds received by HCJB pursuant to a Contract for Education of Non-Resident Students entered into by and between HCJB, Deer Park Independent School District and any other Texas School District or between HCJB, La Porte Independent School District and any other Texas School District will be used to support the operation of the JJAEP and to reduce the cost of placement of Category B , Category C and Category D students in the JJAEP. Any such funds received under a 2025-2026 school year contract will be allocated by HCJB or its designee in the following order: (1) funds will first be allocated to reduce the annual per student operating cost of the JJAEP to \$120/day; and (2) any remaining funds will be allocated to reduce the cost of placement of all categories of students in the JJAEP for the 2025-2026 school year based on the pro rata share of total JJAEP attendance days. Any funds allocated back to a School District under this section will be pursuant to review and authorization from the Harris County Auditor’s Office.

Any remaining funds held by the JJAEP will be used at HCJB's discretion for JJAEP programmatic and administrative purposes.

With the prior approval of the JJAEP, School District may enroll additional Category B and Category C students in the JJAEP in excess of the number of those student spaces reserved at a rate of \$135 per day for each student placed in excess of spaces reserved.

In the event the JJAEP program or School District's participation in the program is terminated prior to July 31, 2026, the JJAEP will refund to School District funds paid for the unused portion of the district's reserved student spaces.

All payments should be made to the Harris County Treasurer, 1001 Preston – Room 652, Houston, Texas 77002.



Draft

**Harris County Juvenile Probation Department -Education Services Division
Excel Academy JJAEP School Student Calendar
2025-2026 Academic School Year
Attachment C**

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Work Days 10

September 2025						
S	M	T	W	T	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Work Days 21

October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Work Days 22

November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Work Days 15

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Work Days 15

January 2026						
S	M	T	W	T	F	S
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Days Fall: 17 83

February 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

Work Days 19

March 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Work Days 16

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Work Days 21

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Work Days 19

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Work Days 5

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Days Spring: 17 97

<p> -Student/Staff Holidays</p> <p> -Teacher/Staff Preparation/Service Days Students do not attend school on holidays, and teacher service, preparation, and development days.</p> <p> -Early release for students (1:00 PM)</p> <p> -Make-up days if needed</p>	<p>Staff Holidays</p> <p>Labor Day</p> <p>Thanksgiving</p> <p>Winter Break</p> <p>Martin Luther King Day</p> <p>Presidents Day</p> <p>Spring Break</p> <p>Good Friday</p> <p>Memorial Day</p>	<p>Six Weeks Grading Periods</p> <p align="center">Beginning Ending</p> <p>1st:</p> <p>2nd:</p> <p>3rd:</p> <p>4th:</p> <p>5th:</p> <p>6th:</p>
<p>Significant Dates</p> <p>189 Staff Report for Duty</p> <p>First day of school for students</p> <p>Last day of school for students</p> <p>Last day of school for 189 staff</p> <p>*Last day will be after June 5th if inclement weather days are used.</p>	<p>STAAR Testing Dates</p> <p>High School Subjects</p> <p>RLA & Eng. Subjects</p> <p>Science & Social Studies Subjects</p> <p>Math Subjects</p>	<p>Progress Reports & Report Cards to Parents</p> <p>1st: 1st:</p> <p>2nd: 2nd:</p> <p>3rd: 3rd:</p> <p>4th: 4th:</p> <p>5th: 5th:</p> <p>6th: 6th:</p>