

**IN THE STATE OF TEXAS
COUNTY OF EL PASO**

**INTERLOCAL AGREEMENT
FOR THE ESTABLISHMENT AND OPERATION OF THE
EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
PURSUANT TO CHAPTER 37 OF THE TEXAS EDUCATION CODE**

This Interlocal Agreement is made by and between the El Paso County Juvenile Board, hereinafter referred to as the **“Board”**, and the Ysleta Independent School District, hereinafter referred to as **“YISD”**, and the Ysleta Board of Trustees, hereinafter referred to as the **“YISD Board”**; and the following school districts: El Paso Independent School District, Anthony Independent School District, Canutillo Independent School District, Socorro Independent School District, Fabens Independent School District, San Elizario Independent School District, Tornillo Independent School District, and Clint Independent School District, hereinafter collectively referred to as the **“Districts”** and individually as a **“Participating District.”** These parties enter into this Agreement for the purpose of establishing their respective responsibilities for the operation of the Juvenile Justice Alternative Education Program (**“JJAEP”**). Nothing in this Agreement shall be construed to create a direct contractual relationship between any Participating District and YISD in its capacity as the provider of JJAEP educational services.

1. PURPOSE

The purpose of this Agreement is to provide for the establishment, by the Board, of a JJAEP approved by the Texas Juvenile Justice Department (**“TJJD”**) and operated by the YISD, for eligible students of the Participating Districts, as permitted by Texas Education Code § 37.011(e). This Agreement serves to establish a unified system of operational, programmatic, and educational standards for the JJAEP as required under Texas Education Code § 37.011(e) and Title 37, Texas Administrative Code, Chapter 348. The JJAEP shall serve only students enrolled in the Participating Districts who have been expelled from school for conduct for which expulsion is mandatory under Texas Education Code § 37.007(a), (d), and (e). The El Paso County Juvenile Probation Department shall administer funding for such placements in accordance with applicable TJJD requirements. The El Paso County JJAEP is dedicated to providing a safe, inclusive, and productive educational environment for these students, with the academic mission of enabling them to perform at grade level while empowering them to achieve both academic and personal development.

The program shall be located at YISD’s Cesar Chavez Academy, 7814 Alameda Avenue, El Paso, Texas, 79915 (**“JJAEP Campus”**), unless relocated pursuant to Section 25 of this Agreement (**“Change of Campus Location”**).

2. DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

For purposes of this Agreement, the Diversionary and JJAEP Programs Supervisor of the El Paso County Juvenile Probation Department, or his/her designee, shall serve as the JJAEP Administrator

and shall be responsible for performing all duties assigned to the JJAEP Administrator under this Agreement and applicable TJJD standards.

For the provision of JJAEP services, and in consideration of YISD's operation of the educational component of the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to compensate YISD at the daily rate approved by TJJD for each YISD or Participating District student enrolled in the JJAEP. Payments shall be made using state-appropriated funds from TJJD for the applicable school year, along with any pass-through funding provided by the Participating Districts. TJJD funding may also include settle-up funds resulting from unexpended year-end balances. It is understood by YISD that the daily rate of compensation for educational services is determined by the State of Texas and may be subject to change throughout the year. Payments shall be made to the attention of YISD's Chief Financial Officer on a quarterly basis, with the first payment due on or before December 15 of the applicable school year. All amounts due under this Agreement shall be paid no later than sixty (60) days following the conclusion of the respective school year.

The Board and the JJAEP Administrator shall monitor program compliance and performance. An annual JJAEP Performance Review shall be conducted following the conclusion of each school year and prior to the start of the subsequent school year to evaluate the effectiveness of the JJAEP. Additionally, an annual JJAEP Management Review of operational practices shall be completed. The JJAEP Administrator shall provide copies of both reports to the YISD School Board President, Trustees, and Superintendent within thirty (30) days following review by the Juvenile Board.

3. DUTIES OF YISD AND THE DISTRICTS

YISD shall provide the facilities, personnel, and services necessary to operate the JJAEP on behalf of the Board in accordance with the Texas Administrative Code, Chapter 348 and the Texas Education Code § 37.011(e). The educational components of the JJAEP shall be subject to the policies adopted by the YISD Board. YISD shall implement the programmatic and procedural components of the JJAEP as outlined in the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures, and Standards, as well as the applicable requirements of Title 37, Texas Administrative Code, Chapter 348. Based on current building code capacity limitations, YISD shall not be required to enroll more than thirty (30) students in the JJAEP at any one time one time ("capacity").

YISD agrees to continue providing the personnel and services necessary to operate the JJAEP, including the implementation of a Continuity of Operations Plan ("C.O.O.P.") to ensure uninterrupted educational services in accordance with the Texas Education Code, Texas Education Agency requirements, Title 37, Texas Administrative Code, Chapter 348, the Texas Juvenile Justice Department standards, guidance from the Department of Public Health, and directives issued by the Local Health Authority. The C.O.O.P. must address potential modifications to JJAEP educational services in the event of a pandemic, natural disaster, or other emergency affecting normal operations. YISD further agrees to provide a copy of the YISD JJAEP Plan of Action prior to the start of the 2026-2027 school year. This plan shall include details regarding instructional delivery methods (synchronous, asynchronous, traditional, hybrid, or online), student and staff safety procedures, transportation procedures, meal service procedures, student search procedures, attendance

recordkeeping procedures, and other operational components necessary to maintain continuity of services. YISD shall provide updates to the JJAEP Plan of Action as revisions occur throughout the school year.

Each Participating District, including YISD, agrees to comply with the requirements of this Agreement, the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures, and Standards, and the applicable provisions of the Texas Administrative Code in support of the successful transition of students to and from the JJAEP.

4. TERMS OF PLACEMENT DUE TO EXPULSION

To be eligible for expulsion and subsequent placement in the JJAEP, a Participating District must expel a student who commits a mandatory expulsion offense as defined under Texas Education Code § 37.007(a), (d), or (e), regardless of whether the offense occurred on or off school property. A complete list of applicable **MANDATORY EXPULSIONS OFFENSE CODES** is included in (**EXHIBIT "A"**), attached hereto. Furthermore, to be accepted for placement in the JJAEP, the student must be expelled for a minimum of seventy-five (75) school days. The maximum expulsion term shall not exceed one hundred eighty (180) school days, except in cases involving a firearm, for which the maximum term shall be one (1) calendar year. Expulsion terms beyond one (1) calendar year may only occur in accordance with applicable state law and Participating District policy. While Texas Education Code § 37.011(k)(3) permits placement in a JJAEP based on serious misbehavior, as defined in Texas Education Code § 37.007(c), the Board and YISD shall only accept students who have been expelled for mandatory offenses listed in Exhibit A.

To be placed in JJAEP, a student must be at least ten (10) years of age and enrolled in the sixth (6th) grade or higher. Prior to making a JJAEP placement recommendation, the Participating District shall consider all applicable mitigating factors, exhaust all appeals, and explore all available Disciplinary Alternative Education Programs (DAEP) placements options. The Participating District acknowledges and agrees that eligible elementary students who are ten (10) years of age and enrolled in the sixth (6th) grade may be placed at Cesar Chavez Academy's Middle School and receive educational services alongside middle school students. Such placement shall not exceed twenty (20) school days, and enrollment of any elementary school student shall not require YISD to add or reassign staff to meet teacher-to-student ratios at secondary level. All Participating Districts acknowledge and accept that YISD may, but is not required to, separate middle school students from high school students enrolled in the JJAEP.

The Participating District shall provide a copy of the expulsion notice and all required documentation to the El Paso County Juvenile Probation Department pursuant to Texas Education Code § 37.007 and the Texas Family Code § 52.041 no later than two (2) school days after the final appeal hearing has concluded and the expulsion has been upheld. Failure to provide the required documentation shall result in the student remaining in the Participating District's Disciplinary Alternative Education Program. The expulsion packet must include the expulsion notice, parent/guardian notification, and the following student information: student name, date of birth, student ID number, TSDS number, Law Enforcement Agency (LEA) report number, expulsion term with specific end date, review date,

and any applicable special program documentation, including Special Education or Section 504 records.

Upon formal acceptance into the JJAEP by the JJAEP Administrator or Designee, the Participating District shall immediately provide all required school withdrawal and educational records, including transcripts and any special education documents, to the JJAEP Campus. This will facilitate the development of an appropriate educational plan within three (3) school days of the JJAEP acceptance. Required school records are outlined in the **JJAEP SCHOOL RECORDS REQUEST FORM (EXHIBIT “B”)**.

The Participating District and the JJAEP Campus shall collaborate to ensure completion of the JJAEP intake process within seven (7) to ten (10) school days following formal acceptance. This process is intended to minimize delays in a student’s attendance or access to educational services. Although a student may be accepted into the JJAEP, actual enrollment may be delayed due to capacity limitations or other special circumstances. In such cases, the parties shall provide a minimum of three (3) school days advance notice prior to the scheduled intake. If a student remains in the sending district’s DAEP while pending intake or while on the JJAEP waiting list, those days shall be credited towards the student’s JJAEP total placement term.

If a student is expelled and accepted into the JJAEP but does not enroll due to withdrawal by a parent/guardian, the student shall remain eligible for JJAEP placement upon re-enrollment in a local school district. However, the expelling school district must hold a new expulsion hearing, issue a new expulsion order, and submit a complete expulsion packet before placement may occur. Participating Districts shall adhere to the guidelines established under Texas Education Code §§ 37.302, 37.303, 37.304, 37.305, 37.306, 37.307, 37.308, 37.309, 37.310, and 37.311 for students placed in a JJAEP as a result of an offense requiring sex offender registration. Additionally, all Participating Districts shall also adhere to the expulsion term guidelines outlined in this Agreement.

In the event that JJAEP enrollment reaches ninety (90%) of its approved capacity, a waiting list shall be established for consideration of additional placements. While on the waiting list, Participating Districts may assign expelled students to their respective DAEPs. Students shall be accepted into the JJAEP in the order they are placed on the waiting list, provided that a minimum of forty-five (45) school days remain in the student’s expulsion term. Students expelled for acts of violence or firearm-related offenses shall be given priority placement on the waiting list and may be accepted into the JJAEP up to the approved capacity limit.

The JJAEP shall not accept new referrals within the last three (3) weeks of YISD’s instructional school year. Referrals submitted during this period may be denied placement or, at the discretion of the JJAEP Administrator, considered for placement during the following academic year. In either case, the referred student shall remain the responsibility of the Participating District, which shall continue placement in its DAEP until the student is formally accepted into the JJAEP.

Students who engage in conduct during the summer break that would otherwise qualify for mandatory expulsion and placement in the JJAEP under Texas Education Code § 37.007(a), (d), or

(e) may be considered for placement in the JJAEP during the subsequent school year. In such cases, the Participating District shall conduct all required disciplinary proceedings and submit the required referral documentation to the JJAEP Administrator. Placement shall be subject to the eligibility requirements, capacity limitations, and enrollment procedures established by this Agreement.

5. SPECIAL CIRCUMSTANCES AFFECTING LENGTH OF PLACEMENT

YISD agrees to provide capacity for up to thirty (30) students at the JJAEP. However, the Parties agree that special circumstances may arise if the JJAEP reaches ninety percent (90%) of its capacity, or if any single Participating District accounts for more than sixty-seven percent (67%) of total student enrollment. Under such conditions, YISD may limit the length of an individual student's placement at the JJAEP to a maximum of one hundred (100) school days, with the required seventy-five (75) placement review held at an earlier date mutually agreed upon by the JJAEP Administrator and the Participating District. These placement limitations shall not apply to students expelled for offenses involving firearms or those who, as determined by the Participating District and with the concurrence of the JJAEP Administrator, pose an ongoing threat to the safety of other students or district employees. In the event a student enrolled in the JJAEP commits an infraction that violates the YISD or JJAEP Student Code of Conduct, YISD reserves the right to take disciplinary action in accordance with the JJAEP Student Code of Conduct. Such action may result in an extension of the student's term of expulsion and continued placement at the JJAEP.

6. TERMS OF EXIT

A student shall be exited from the JJAEP upon the earliest occurrence of any of the following: completion of court-ordered supervision or deferred prosecution terms and conditions, completion of the expulsion term that resulted in the student's placement in the JJAEP, a decision by the Participating District to remove the student from JJAEP placement following a review hearing, decline or dismissal of the charge associated with the student's JJAEP placement by the Court or Prosecutor, withdrawal from the JJAEP by the student's parent/guardian, or withdrawal due to "Inactive" Status following thirty (30) consecutive school days on non-attendance. Except in cases where a parent, guardian, or custodian initiates the withdrawal, the JJAEP shall notify the student's parent, guardian, or custodian in writing of the student's withdrawal prior to the effective date of withdrawal, unless the withdrawal date is not known in advance. The JJAEP shall maintain documentation of such notification.

The Participating District agrees to attend and collaborate with YISD in the JJAEP Exit Transition Meeting to jointly develop a written exit plan and transition plan to support the student's reintegration into his or her home school. The transition planning shall include an academic review consisting of courses attended, credits earned and pending, attendance records, discipline reports, identified follow-up areas, state assessment, and IOWA skills test scores (Pre and Post). As part of the JJAEP Exit Transition Meeting, the Participating District agrees to initiate the student's return schedule, identify strategies to be implemented upon reentry to the home school, and coordinate support through the Communities In Schools (if applicable), the graduation coach, at-risk coordinator, counselor, or other designated staff responsible for re-entry services. To ensure a smooth transition and support long-term success, the JJAEP Exit Transition Meeting shall occur prior to the student's

withdrawal from the JJAEP and shall include the student's home campus administrator or designee, YISD campus administrator or designee, the assigned Juvenile Probation Officer or JPD representative, the student, and the student's parent or guardian.

For students expelled and placed in the JJAEP for a term of seventy-five (75) school days or more, Participating Districts agree to attend a placement review as requested by the JJAEP to evaluate eligibility for early removal based on academic progress, behavioral performance, successful participation in programming, and other relevant factors. Placement reviews may occur at any time during the student's placement in the JJAEP. On a case-by-case basis, the JJAEP may also conduct placement reviews for returning students who were carried over from the previous school year and are being considered for an early release due to demonstrated progress or other qualifying circumstances. The JJAEP shall facilitate such placement review hearings and coordinate efforts with the student's home district and campus.

For students expected to satisfy all graduation credit requirements and state-mandated graduation requirements while enrolled in the JJAEP, the Participating District shall collaborate with YISD to ensure the student is provided with the opportunity to graduate on time. This collaboration shall include verification of the student's academic status, coordination of final credit evaluations, provision of all necessary documentation, and assistance with graduation-related planning. Because the JJAEP does not award diplomas or conduct graduation ceremonies, students who become eligible for graduation while enrolled in the JJAEP shall be returned to their home campus or otherwise released to the Participating District for graduation purposes. The Participating District shall be responsible for verifying graduation eligibility, awarding credit, issuing the diploma, and facilitating the student's participation in all applicable graduation activities and ceremonies.

The Participating District and YISD shall work collaboratively to ensure all necessary supports are in place to facilitate the successful completion of the student's high school education and transition from the JJAEP.

Each Participating District acknowledges that student reintegration procedures may vary based on local district policy, administrative guidelines, and individual student circumstances. Unless otherwise determined by the Participating District, students exiting the JJAEP shall return to their home campus. However, the Participating District may consider placement at an alternative campus, transfer to another school within the district, or other educational placement deemed appropriate to support the student's successful transition, continued academic progress, and overall educational needs.

7. CURRICULUM AND ATTENDANCE

YISD shall provide a JJAEP to serve students referred by YISD and Participating Districts. The JJAEP shall operate in full compliance with all applicable requirements under Chapter 37 of the Texas Education Code, rules adopted by the State Board of Education, Chapter 348 of the Texas Administrative Code, and the Texas Juvenile Justice Department. This includes, but is not limited to, providing a curriculum in English Language Arts, Mathematics, Science, Social Studies, Self-

Discipline, and a High School Equivalency Program that meets the requirements of Texas Administrative Code, Chapter 348.206 (b)(3), as well as administering assessment instruments in accordance with Subchapter B, Chapter 39 (State Assessment) of the Texas Education Code. All students enrolled in the JJAEP shall participate in statewide assessments as required under Section 39.023 of the Texas Education Code. YISD and the Participating Districts agree to the use of the online version of the Iowa Test of Basic Skills (ITBS), a nationally standardized achievement test, and the development of an individualized academic plan based on ITBS results to meet each student's educational needs. Students enrolled in the JJAEP for a minimum of seventy-five (75) school days shall be administered a pre-test within ten (10) school days of enrollment. Students enrolled for at least sixty-five (65) school days shall be administered a post-test prior to exiting the JJAEP.

YISD shall collaborate with students and their parents/guardians to review academic progress at least twice during the student's JJAEP placement and to establish a specific graduation plan for high school students. At a minimum, academic reviews shall be conducted at the time of the JJAEP Intake and during the JJAEP Exit Transition Meeting. During the intake meeting, YISD shall require the participation and input of the student's corresponding counselor, assistant principal, or other designated representative from the Participating District to support decisions regarding grade retention or promotion in accordance with applicable law and YISD policy. YISD reserves the right to conduct additional transition or grade placement conferences when necessary to determine appropriate grade promotion, particularly for students placed in the JJAEP near the conclusion of the school year.

The JJAEP shall operate for a minimum of seven (7) hours per instructional day over one hundred eighty (180) school days, totaling at least 75,600 instructional minutes annually. Instructional minutes may include lunch periods and transition time but shall not include early release days, inclement weather days, or other approved waiver days. A JJAEP student shall be considered present for attendance purposes when the student attends at least four (4) hours of instructional time in a school day. Attendance shall be documented and verified through daily sign-in sheets and official attendance records for each enrolled JJAEP student. A student may be placed on inactive status when the student is detained or incarcerated, absent for a minimum of ten (10) consecutive school days, reported as a runaway, experiencing an extended illness or medical condition, or admitted to an inpatient treatment facility. Time spent on inactive status shall not be counted as either absent or present for JJAEP reporting purposes. Students who remain on inactive status for thirty (30) consecutive school days shall be withdrawn from the JJAEP on the thirty-first (31st) consecutive inactive day. The Participating District shall be notified in writing when a student is placed on inactive status and again prior to the student's withdrawal from the JJAEP due to exceeding the thirty (30) consecutive school days inactive status limit.

The JJAEP shall provide the El Paso County Juvenile Probation Department with monthly attendance records for all enrolled students. YISD agrees to complete and submit the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT "C")** no later than the third (3rd) calendar day of each month. If the third (3rd) calendar day falls on a weekend or holiday, the report shall be submitted on the next business day. YISD acknowledges that subsequent payments under this Agreement are contingent upon the data reported in the JJAEP attendance records and the Monthly Activity Report (MAR).

Participating Districts agree to invite a representative of the JJAEP Campus to attend the student's ARD or section 504 Committee meeting as a non-consensus participant. The Participating District shall provide reasonable advance notice of the meeting to both the JJAEP Campus Administrator and the JJAEP Administrator. As such, the JJAEP Campus Administrator or designee shall make reasonable efforts to attend such meetings, as participation is critical to planning for the student's educational, behavioral, and related service needs and ensuring continuity of services upon placement in the JJAEP.

For all students receiving special education services who are placed in the JJAEP, the Participating District shall provide the JJAEP with a complete copy of the student's most recent Admission, Review, and Dismissal (ARD) report. This documentation must include the full and current ARD meeting report, the manifestation determination ARD documentation, and the most recent special education eligibility evaluation.

The Participating District shall remain responsible for ensuring compliance with all procedural safeguards and requirements under IDEA and Section 504 during the student's placement in the JJAEP. If JJAEP staff suspect that a student who has not previously been identified under IDEA may be eligible for special education services, the JJAEP shall promptly notify and refer the student to the student's home district for consideration of an evaluation in accordance with applicable state and federal laws and regulations. The home district shall retain responsibility for conducting the evaluation and determination eligibility.

9. ENGLISH AS A SECOND LANGUAGE (ESL) SERVICES

The JJAEP, in collaboration with the student's sending Participating District, shall ensure that students identified as Emergent Bilingual (EB) or students eligible for English as a Second Language (ESL) services receive instructional support and accommodations appropriate to their language proficiency needs. The determination of eligibility, placement, accommodations, and required language support services shall be made by the student's Language Proficiency Assessment Committee (LPAC) in accordance with applicable federal and state laws. Such determination must be supported by documented assessment data and reflected in the student's educational records.

The Sending Participating District shall provide the JJAEP with copies of all current LPAC documentation, language proficiency assessment results, accommodation plans, and any other records necessary to ensure continuity of services upon the student's enrollment in the JJAEP. All LPAC decisions and service plans shall be maintained in the student's educational record and implemented by the JJAEP to the extent required by law.

10. TRANSPORTATION SERVICES

Transportation of students attending the JJAEP shall be the sole and exclusive responsibility of the student's Sending Participating District. Under no circumstances shall the JJAEP or the Educational Fiscal Agent be responsible for transporting students referred by Participating Districts. While YISD may elect to provide transportation for its own students to the JJAEP, YISD shall have no obligation to provide transportation to or from the JJAEP for students enrolled from other school districts. This

responsibility includes transportation required as a related service under a student's Individualized Education Program (IEP), Section 504 Plan, or any other educational service plan.

Before a student is recommended or referred for placement at the JJAEP, the Participating District must evaluate the student's access to reliable transportation and must develop a written transportation plan. This transportation plan is a required condition of placement and must be completed and confirmed prior to initiating the referral process. The transportation plan must acknowledge and align with the YISD's board approved instructional calendar (**EXHIBIT "H"**), including all professional development days, early release days, holiday closures, inclement weather delays or closures, intersessions, Spring Break, and the start and end of the instructional year. Participating Districts are solely responsible for making necessary adjustments to their transportation plans to account for any calendar differences or conflicts with YISD.

The Participating District shall be responsible for notifying the student's parents or guardians of the initial transportation plan prior to placement and for communicating any subsequent changes in a timely manner. If transportation issues arise after placement and interfere with the student's ability to attend the JJAEP, the Participating District shall promptly convene a meeting with the student's parent or guardian, JJAEP Administrator, and any other appropriate parties to develop corrective actions. If transportation barriers cannot be resolved within a reasonable period of time and continue to prevent regular attendance, the JJAEP Administrator may recommend the student's withdrawal from the JJAEP and return the student to the Participating District for alternative placement, educational services, or other action deemed appropriate by the Participating District.

11. POLICY, PROCEDURES, AND STUDENT CODE OF CONDUCT

YISD shall implement the programmatic, operational, and procedural components of the JJAEP in accordance with the **EL PASO COUNTY JJAEP POLICIES, PROCEDURES, AND STANDARDS**, attached hereto as (**EXHIBIT "D"**). All references within Exhibit D to the "JJAEP Campus" shall refer specifically to the YISD's JJAEP Campus, including its operations and staff, unless the context clearly indicates otherwise. YISD shall establish, implement, and enforce the **EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (EXHIBIT "E")** as a supplement to, but not a replacement for, the YISD Student Code of Conduct. This requirement is consistent with Texas Education Code § 37.001 and mandated by Texas Education Code § 37.011(c).

YISD, the JJAEP Campus, the JJAEP Administrator, and representatives of the Participating Districts agree to actively participate in collaborative efforts to support the effective operation of the JJAEP. Such efforts shall include, at a minimum, quarterly meetings to review program performance, discuss areas of concern, provide updates, address challenges, evaluate compliance requirements, consider legislative or regulatory changes affecting the JJAEP, and identify opportunities for program improvement. The parties further agree that these collaborative conversations may be used to review and recommend revisions to the El Paso County JJAEP Policies, Procedures, and Standards, the El Paso County JJAEP Student Code of Conduct, and the El Paso County JJAEP Interlocal Agreement. All such documents must be approved by the El Paso County Juvenile Board, the YISD Board of Trustees, and the School Boards of all Participating Districts, and must be

submitted to the Texas Juvenile Justice Department (TJJD) in accordance with applicable regulations.

12. JJAEP EDUCATIONAL STAFF

JJAEP educational staff shall be employees of YISD and shall be subject to all applicable YISD personnel policies, procedures, and the YISD Employee Code of Conduct. YISD further agrees to comply, as its sole expense, with Section 22.0834 of the Texas Education Code (“Criminal History Record Information Review of Certain Contract Employees”), along with applicable rules adopted by the Texas Commissioner of Education, High School/College Board policies, and other related regulations. YISD shall certify that all employees assigned to the JJAEP, including “Covered Employees” do not possess a “Disqualifying Criminal History” as defined under applicable law. YISD shall ensure that all JJAEP staff, including temporary, seasonal, substitute employees, and volunteers have successfully completed and passed a criminal background check **prior to having any “direct” contact with JJAEP students**. YISD agrees that all assigned JJAEP employees (including substitutes that will work within a JJAEP for six (6) weeks or more) shall attend both the JJAEP New Employee Orientation and the JJAEP Annual Refresher Training, as applicable.

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT “F”)** for each employee assigned to work with JJAEP students. YISD will provide verification that all required certifications are current and that the employee has completed the necessary training as required by this agreement. The form must be completed and signed by an authorized Human Resources representative certifying that the employee meets all qualifications for the position held. For returning YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT “F”)** shall be re-certified annually and submitted to the Juvenile Probation Department no later than October 15 of each school year. YISD shall promptly notify the JJAEP Administrator of any personnel changes affecting JJAEP staffing, including resignations, terminations, extended leaves of absence, or changes in assignment.

In accordance with Texas Administrative Code, Chapter 348.200(g)(4), YISD shall maintain adequate staffing and supervision levels necessary to ensure the safe and effective operation of the JJAEP. All JJAEP employees, including long-term substitutes assigned for six (6) weeks or more, who do not meet the “professional” designation (e.g., certified teachers, student aides, paraprofessionals, nurses, physicians, commissioned law enforcement officers) must maintain current certifications in Crisis Prevention Intervention (CPI), Cardiopulmonary Resuscitation (CPR), and First Aid through training approved and provided by YISD. Teacher aides and Communities in School (CIS) Coordinators are exempt from obtaining the Community Activities Officer (CAO) certification requirement, as they are not employed by a juvenile probation department or juvenile facility.

Pursuant to Texas Administrative Code § 350.100, the JJAEP is considered a Juvenile Justice Program. As such, all YISD personnel assigned to the JJAEP must comply with the standards set forth in Texas Administrative Code, Chapter 358 regarding the identification, reporting, and investigation of abuse, neglect, exploitation, death, and serious incidents. YISD shall ensure that all JJAEP staff, including administrators, are trained in these standards and fully understand the timelines and procedures for reporting. Additionally, all staff must adhere to the Prison Rape Elimination Act

(PREA) and uphold a strict zero-tolerance policy regarding any form of physical, emotional, or sexual abuse.

In the event of a reportable incident, YISD personnel shall immediately comply with all reporting requirements established by the Texas Juvenile Justice Department. This includes completing and submitting the **TJJD INCIDENT REPORT FORM (EXHIBIT “G”)** and, when applicable, the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT “G-1”)**. All required reports and supporting documentation shall be submitted to TJJD through designated reporting channels, including the Abuse and Neglect Reporting Hotline at [1-877-786-7263](tel:1-877-786-7263) and abuseneglect@tjjd.texas.gov, as well as to the Juvenile Probation Department and any other agency required by law. YISD shall also notify local law enforcement whenever required under Chapter 348 and 358 of the Texas Administrative Code or any other applicable law. The JJAEP Administrator and the Juvenile Probation Department shall be notified of any reportable incident immediately upon discovery, but no later than the next business day. YISD shall cooperate fully with any investigation conducted by TJJD, the Juvenile Probation Department, law enforcement, Department of Family and Protective Services, or any other authorized entity.

13. RECORDS AND RETENTION

YISD shall maintain, and make available for inspection, audit, or reproduction by an authorized representative of El Paso County, the El Paso County Juvenile Probation Department, the State of Texas, or the Federal Government, all books, documents, and other records pertaining to the costs and expenses of operating the JJAEP under this Agreement, hereinafter called the “Records”. These records shall be maintained and retained for a minimum of seven (7) years following the end of the contract period. If any litigation, claim, or audit involving these “Records” is initiated before the end of the seven (7) year period, YISD shall retain the “Records” until all such matters are resolved or until the seven (7) year period ends, whichever is later.

14. SUPPLEMENTARY PROGRAM FUNDING

Each Participating District agrees to allow and support YISD in applying for any available federal, state, local, or private grant funding for which the JJAEP may be eligible. Participating Districts shall reasonably cooperate with YISD by providing information, certifications, assurances, or other documentation necessary to complete grant applications or fulfill grant requirements. Any supplemental funding received for the JJAEP shall be used in a manner consistent with the requirements and restrictions of the applicable funding source. To the extent permitted by law and grant conditions, such funds shall first be used to offset educational and operational costs associated with providing JJAEP services to Participating Districts, including YISD. Any remaining funds may be used to enhance, expand, improve, or sustain JJAEP operations, programming, staffing, technology equipment, training, facility improvements, or other initiatives that support the educational, behavior, and rehabilitative mission of the JJAEP.

15. EFFECTIVE DATE

This Agreement shall become effective on August 3, 2026, regardless of the date of execution by the parties. The parties agree that the authorized signature of any additional Participating District joining this Agreement by counterpart shall constitute a binding commitment and shall be effective as to all signatories once executed by YISD.

16. TERMINATION

This Agreement shall remain in effect through August 2, 2027, unless earlier terminated in accordance with the provisions of this Agreement. Either the “Board” or “YISD” may terminate this Agreement by providing ninety (90) calendar days’ written notice of termination. Notice of termination by either the Board or YISD shall take effect no earlier than the 90-day notice period, on the date indicated in the notice letter.

Notice of termination by any Participating District shall apply solely to that district and shall take effect at the conclusion of the then-current contract year. The Agreement may be renewed for a maximum of two (2) additional one (1) year terms upon written agreement by the YISD and the El Paso County Juvenile Board.

YISD, the Participating Districts, and the Juvenile Board acknowledge that revisions to the El Paso County JJAEP Policies, Procedures and Standards, the JJAEP Student Code of Conduct, or this JJAEP Interlocal Agreement, may be necessary from time to time. Any such revisions shall be made in accordance with applicable law and shall become effective upon approval by the El Paso County Juvenile Board and YISD.

17. NOTICE

All notices under this Agreement shall be sent by certified mail, return receipt requested, to the individuals identified in the **CONTACT LISTING** enclosed and incorporated herein (**APPENDIX “A”**). Any Participating District joining the Agreement by counterpart shall also identify a designated representative for notice purposes.

18. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, such provision shall be severed, and the remainder of the Agreement shall remain in full force and effect.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter herein. All prior negotiations, representations, understandings, and agreements, whether oral or written, are hereby superseded and merged into this Agreement.

20. INSPECTION OF RECORDS

Upon reasonable request, all “Records” maintained by YISD under this Agreement shall be available for inspection at a mutually agreed-upon time, subject to applicable privacy laws including the Family Educational Rights and Privacy Rights Act (FERPA) as outlined in Title 20 of the United States Code § 1232(g), and the Texas Government Code Chapter 552, Public Information Act. The requesting party shall bear the cost of any such inspection or copying.

21. EXECUTION

This Agreement may be executed jointly or in counterparts. The signature of an authorized representative of any Participating District, whether or not named herein, shall constitute a binding commitment, provided that the Agreement is also executed by YISD.

22. EQUAL EMPLOYMENT POLICIES

YISD affirms that it is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, religion, sex, disability, genetic information, or age in its programs, activities, or employment.

23. FAILURE TO PAY

In the event the Board fails to make timely payments to YISD under the terms and conditions of this Agreement within the times set forth herein, YISD may terminate this Agreement, but only if the Board has failed to make such payments following thirty (30) days’ written notice to cure from YISD. YISD may not terminate this Agreement after giving such notice unless YISD has first made itself available to meet with the Board to attempt in good faith to resolve the matter.

24. IMMUNITY

Nothing herein shall waive or reduce the sovereign immunity of the parties hereto or broaden the limited waiver of immunity provided by the Texas Tort Claims Act (TTCA) and the Texas Education Code § 37.011(o).

25. CHANGE OF CAMPUS LOCATION

YISD shall provide written notice to the Juvenile Board of any change in the physical location of the JJAEP Campus at least thirty (30) calendar days prior to the effective date of the relocation whenever reasonably practicable. If advance notice is not reasonably possible, notice shall be provided as soon as possible. A change in campus location shall not require an amendment to this Agreement.

26. CONFLICT RELATED DOCUMENTS

In the event of any conflict, inconsistency, or ambiguity among the provisions of this Agreement, its exhibits, attachments, policies, procedures, or related documents, the following order of precedence shall apply: Applicable federal, state, and local regulations, this Agreement and any duly approved

amendments, the El Paso County Juvenile Probation Department JJAEP Policies, Procedures, and Standards, and the El Paso County JJAEP Student Code of Conduct.

To the extent possible, all documents shall be interpreted in a manner that gives effect to each provision and promotes compliance with applicable law.

APPENDIX A

YISD INTERLOCAL SY 2026-2027
CONTACTS AND ADDRESS INFORMATION

School District	Address
Clint Independent School District Jennifer Parker, Board President	14521 Horizon Boulevard El Paso, Texas 79928
Fabens Independent School District Luis “Charlie” Estrada, Board President	821 NE "G" Avenue Fabens, Texas 79838
San Elizario Independent School District Eduardo Chavez, Board President	1050 Chicken Ranch Road San Elizario, Texas 79849
Socorro Independent School District Michael A. Najera, Board President	12440 Rojas Drive El Paso, Texas 79928
Tornillo Independent School District Marlene Bullard, Board President	19200 Cobb Avenue Tornillo, Texas 79853
Ysleta Independent School District Carlos Bustillos, Board President	9600 Sims Drive El Paso, Texas 79925
El Paso Independent School District Leah Hanany, Board President	1014 N. Stanton Street El Paso, Texas 79902
Anthony Independent School District Angel J. Cuellar, Board President	840 6 th Street Anthony, Texas 79821
Canutillo Independent School District Sergio Martinez, Board President	7965 Artcraft Road El Paso, Texas 79932
El Paso County Juvenile Probation Department Rosie Medina, Chief Juvenile Probation Officer	6400 Delta Drive El Paso, Texas 79905
El Paso County Juvenile Board Honorable Selina Saenz, Chairperson	500 E. San Antonio Avenue, Suite 1105 El Paso, Texas 79901

JJAEP SY 2026-2027 INTERLOCAL EXHIBIT LISTING:

EXHIBIT A - MANDATORY EXPULSIONS OFFENSE CODES

EXHIBIT B - JJAEP SCHOOL RECORDS REQUEST FORM

EXHIBIT C - JJAEP MONTHLY ACTIVITY REPORT (MAR)

**EXHIBIT D - EL PASO COUNTY JUVENILE PROBATION DEPARTMENT JJAEP
POLICIES, PROCEDURES, AND STANDARDS**

EXHIBIT E - EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (SCC)

EXHIBIT F - JJAEP HR RECORDS AND CERTIFICATION FORM

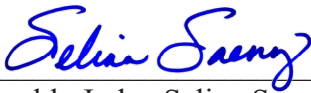
EXHIBIT G - TJJD INCIDENT REPORT FORM

EXHIBIT G-1 - TJJD INTERNAL INVESTIGATION REPORT FORM

EXHIBIT H - YISD 2026-2027 SCHOOL CALENDAR

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

EL PASO COUNTY JUVENILE BOARD

By: 
Honorable Judge Selina Saenz
65th District Court

Date: July 16, 2026

APPROVED AS TO CONTENT:


Chief Juvenile Probation Officer, Rosie Medina

7-21-26
Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

YSLETA INDEPENDENT SCHOOL DISTRICT

By: _____
Connie Woodruff, Board Secretary

By: _____
Carlos Bustillos, Board President

Date: _____

Date: _____

Chief Counsel for YISD

By: _____
Priscilla Mata

Date: _____