

**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”, Ysleta Board of Trustees, hereinafter referred to as “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 of the Districts and YISD in its capacity as the provider of JJAEP educational services.

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 will serve to combine into one system the 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, and the El Paso County Juvenile Probation Department shall be responsible for funding, only placements of 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 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.

DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

For the provision of JJAEP services, in consideration of YISD's operation of the educational component its role as acting provider of the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to pay YISD the daily rate approved by the Texas Juvenile Justice Department for each YISD or other Participating District student enrolled in the JJAEP. Payments shall be made using state-appropriated funds from the Texas Juvenile Justice Department for the applicable school year, along with pass-through funding provided by the Participating Districts. Texas Juvenile Justice Department funds include settle-up funds due to 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 will be made to the attention of YISD's Chief Financial Officer on a quarterly basis, with the first payment due December 15 of the applicable school year, and all fees to be paid no later than sixty (60) days following the conclusion of the respective school year.

The Board and the JJAEP Administrator will 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 of the Juvenile Board's review.

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 follow the programmatic and process components of the JJAEP as outlined in the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures and Standards, and Texas Administrative Code Standards under Chapter 348. Based on current capacity under building code regulations, YISD is required to have no more than thirty (30) students placed at JJAEP at one time; therefore, YISD shall have no obligation to enroll in JJAEP more than thirty (30) students ("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, Texas Administrative Code (Chapter 348), the Texas Juvenile Justice Department, Department of Public Health, and the Local Health Authority. The C.O.O.P. must address potential modifications to JJAEP educational components in the event of a pandemic or natural disaster. YISD further agrees to provide a copy of the YISD JJAEP Plan of Action prior to the start of the 2025-2026 school year. This plan should include details regarding instructional time (synchronous/asynchronous, traditional, hybrid, or online), student and staff safety procedures, transportation, meals and student search procedures, attendance record keeping plan, and other operational components. YISD will also provide updates to the JJAEP Plan of Action as revisions occur throughout the school year.

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

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 § 37.007(a), (d), or (e) of the Texas Education Code, 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 may not exceed one hundred and eighty (180) school days, except in cases involving a firearm, for which the maximum term is one (1) calendar year. Expulsion terms beyond one calendar year may only occur in accordance with state law and Participating District policy. While § 37.011(k)(3) of the Texas Education Code allows for placement in the JJAEP based on serious misbehavior, as defined in § 37.007(c), under this Agreement, El Paso County 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 6th grade or higher. Prior to making a JJAEP placement recommendation, the Participating District must fully consider all mitigating factors, exhaust all appeals, and explore all alternative Disciplinary Alternative Education Programs (DAEP) placements. The Participating District is aware and agrees that eligible elementary students who are ten (10) years of age and enrolled in the 6th grade will be placed at Cesar Chavez Academy’s Middle School and will receive educational services alongside middle school students. Such placement shall not exceed twenty (20) school days, and enrollment of any elementary school student will not require YISD to add or reassign staff to meet teacher-to-student ratios at secondary levels. All Participating Districts acknowledge and accept that YISD may, but is not required to, separate middle school students from high school students at the JJAEP.

The Participating District must provide a copy of the expulsion notice and all required documentation to the El Paso County Juvenile Probation Department pursuant to § 37.007 of the Texas Education Code and § 52.041 of the Texas Family Code no later than two (2) school days after the final appeal hearing is concluded and the expulsion is upheld. Failure to provide this written notice 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: 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 (e.g. SPED or 504).

Upon formal acceptance into the JJAEP by the JJAEP Administrator or Designee, the Participating District agrees to immediately provide all required school withdrawal and educational records, including transcripts and any special education documents, to the JJAEP Campus. This ensures development of an appropriate and timely entry 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(s) and the JJAEP Campus agree to collaborate and ensure the timely completion of the JJAEP Intake at the JJAEP Campus within seven (7) to ten (10) school days

following formal acceptance. This process is intended to minimize any unnecessary delay in a student's attendance or access to educational services under the JJAEP. Although a student may be accepted into the JJAEP, actual enrollment may be delayed due to capacity limits or other special circumstances. In such cases, the parties agree to provide a minimum of three (3) school days advance notice prior to the scheduled intake. If a student remains in the sending school's Disciplinary Alternative Education Program (DAEP) while pending intake or on the JJAEP waiting list, those days will be credited towards the student's JJAEP placement term.

If a student is expelled and accepted into the JJAEP but does not enroll due to withdraw by a parent/guardian, the student will remain eligible for JJAEP placement upon re-enrollment in a local school district. However, the expelling school district must hold a new expulsion hearing and issue a new expulsion term, along with submitting a complete expulsion packet. 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 must also adhere to the expulsion term guidelines outlined in this Agreement.

In the event that JJAEP enrollment reaches 90% of its 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 own district's DAEP. Students will be accepted into the JJAEP in the order they were placed on the waiting list, provided that a minimum of forty-five (45) days remain in their 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 for placement in the JJAEP up to the 100% capacity limit. Additionally, the JJAEP will not accept any new referrals within the last three (3) weeks of YISD's instructional school year. Referrals submitted during this period shall be denied placement or, at the discretion of the JJAEP Administrator, may be considered for placement in the following academic year. In either case, the referred student will remain the responsibility of the Participating District, which must continue to place the student in its own DAEP for the remainder of the school year and until the student is formally accepted into the JJAEP.

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 90% of its capacity, or if any single Participating District accounts for more than 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 75-day placement review held at an earlier date mutually agreed upon by the JJAEP Administrator and the Participating District. This placement limitation 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.

TERMS OF EXIT

A student must 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 led to the student's placement in JJAEP, a decision by the Participating District to remove the student from JJAEP placement as a result of a review hearing, decline or dismissal of the felony charge associated with the JJAEP placement by the Court or Prosecutor, withdrawal from the JJAEP by 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 must notify the student's parent, guardian, or custodian in writing of the student's withdrawal prior to the effective date, unless the withdrawal date is not known in advance. The JJAEP must maintain this documentation of this notification.

The Participating District agrees to attend and collaborate with YISD in the JJAEP Exit Transition Meeting to jointly develop a written exit plan from the JJAEP and a transition plan to support the student's reintegration into his or her home school. The transition planning will include an academic review consisting of courses attended, credits earned and pending, attendance records, discipline reports, 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, outline strategies to be implemented upon reentry to the home school, and coordinate support through the Community In Schools (if applicable), the graduation coach, the at-risk coordinator, counselor, or other designated staff responsible for reentry services. To ensure a smooth transition and support long-term success, the JJAEP Exit Transition Meeting will occur prior to the student's withdrawal from the JJAEP and will include the returning home school Campus Administrators or designee, YISD Campus Administrators or designee, the assigned Probation Officer or JPD representative, the student, and the student's parent or guardian.

For a student expelled and placed in the JJAEP for a term of seventy-five (75) school days or more, Participating Districts agree to attend a review upon the student's 75th school day in JJAEP to evaluate eligibility for early removal based on academic progress and/or other factors. On a case-by-case basis, at the beginning of the school year, the JJAEP will conduct placement reviews for returning JJAEP students who were carried over from the previous school year, have met the 75th day in placement, and are considered for early release due to demonstrated progress or other qualifying circumstances. The JJAEP agrees to facilitate these placement review hearings and coordinate efforts with the student's home district and campus.

For students expected to graduate upon completion of required credits and state-mandated graduation requirements while enrolled in the JJAEP, the Participating District must collaborate with YISD to ensure the student is provided the opportunity to graduate on time. This includes verifying the student's academic status, coordinating final credit evaluations, providing necessary documentation, and assisting with graduation-related planning. The Participating District and YISD will work jointly

to determine the most appropriate graduation setting to ensure that all support is in place to facilitate a successful completion of the student's high school education.

CURRICULUM AND ATTENDANCE

YISD shall provide a JJAEP to serve students referred from YISD and Participating Districts. The JJAEP will operate in full compliance with all applicable requirements under Chapter 37 of the Texas Education Code, the State Board of Education, Texas Administrative Code Chapter 348, 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 requirements under 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 must take the statewide assessment as required under Section 39.023 of the Texas Education Code. YISD and 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 pre-tested within ten (10) school days of enrollment, and those enrolled for at least sixty-five (65) school days shall be post-tested prior to exit from the JJAEP.

YISD shall collaborate with students and their parents/guardians to review the student's academic progress at least twice during JJAEP placement and to establish a specific graduation plan for high school students. At a minimum, academic reviews will 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 or assistant principal 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 transition or grade placement conferences to better determine grade promotion for any students placed at JJAEP near the end of the school year.

The JJAEP shall operate for at least seven (7) hours per instructional day over one hundred eighty (180) school days, totaling 75,600 instructional minutes. These minutes include time allotted for lunch and transitions but do not include early release days, inclement weather days, or other waiver days. A JJAEP student is noted as present if they attend at least four (4) hours of instructional time in a school day. Attendance is documented and verified through daily sign-in sheets and attendance records for each enrolled JJAEP student. If a JJAEP student is detained/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 inpatient services, the student will be coded as inactive. Inactive status will not be counted as absent or present for JJAEP reporting purposes. Students maintained on inactive status for thirty (30) consecutive school days shall be withdrawn from the JJAEP on the thirty-first (31st) inactive day. The Participating District shall be notified in writing upon a student's placement into inactive status and prior to the student's withdrawal from the JJAEP due to exceeding the thirty (30) consecutive school days in inactive status.

The JJAEP must provide the Juvenile Probation Department with monthly attendance records for all students enrolled in the JJAEP. YISD agrees to complete and submit the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT “C”)** no later than the 3rd calendar day of each month. If the 3rd calendar day falls on a weekend or holiday, submission is required 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).

YISD agrees to serve youth up to the compulsory school attendance age, which has been raised to the student's 19th birthday. YISD shall implement attendance procedures that promote engagement by campus staff with families to identify and address the root causes of non-attendance. Parents or guardians must be notified promptly of any unexplained absences, followed by interventions such as phone calls and/or home visits to address recurring unexcused absences. If an underlying issue is identified, the JJAEP Campus Administrator or designee shall determine and implement appropriate Truancy Prevention Measures (TPMs) in alignment, to the greatest extent possible, with the El Paso County Truancy Prevention Plan. TPMs may include, but are not limited to, behavior-specific intervention plans, counseling, mediation, restorative practices, in-school suspension (ISS), or out-of-school suspension (OSS). If TPMs are unsuccessful and truancy persists, YISD shall refer the student to the District Attorney's Office or the appropriate Truancy Court authority within two (2) school days, as required for JJAEP students. YISD shall maintain written policies and procedures specifying which staff member is responsible for reporting student absences to the Participating District. Absences shall be reported via email at a frequency established by policy, and the JJAEP Administrator must be copied on all such email transmissions.

YISD agrees to provide written notification regarding school matters directly to JJAEP students who are eighteen (18) years of age or older. Notification to a parent or guardian is not required unless the student has provided written consent; the student has a disability and has provided consent under Chapter 1357 of the Texas Estates Code; or the student qualifies as a dependent under Section 152 of the Internal Revenue Code and such notification is required under the Individuals with Disabilities Education Act (IDEA) prior to the student reaching the age of eighteen (18).

PLACEMENT OF STUDENTS WITH DISABILITIES / ADMISSIONS, REVIEW, AND DISMISSAL

YISD shall provide educational services to students who qualify under the Individuals with Disabilities Education Act (IDEA), section 504 of the Rehabilitation Act of 1973, and English as a Second Language (ESL) programs. The placement of a student receiving special education services into the JJAEP must comply with the provisions outlined in Title 20, United States Code, Chapter 33. Special education services must continue to provide all related services as outlined in the student's Individualized Education Plan (IEP).

Participating Districts may expel a student identified under Individuals with Disabilities Education Act (IDEA) or section 504 of the Rehabilitation Act of 1973 for mandatory expellable offenses involving weapons, illegal drugs or controlled substances, or the infliction of serious bodily injury on another person, whether the offense occurs on or off school property, including at school, on school premises, or at a school-related or school-sponsored function or activity (in accordance with Title 20 of the United

States Code § 1415(k) and Title 34 of the Code of Federal Regulations § 300.520), but only after a duly constituted Admission, Review, and Dismissal (ARD) or section 504 committee meeting is held. If the ARD or 504 committee determines that the alleged misconduct is not a manifestation of the student's disability, the student may be expelled for a minimum of seventy-five (75) school days. However, if the misconduct is determined to be a manifestation of the student's disability, the expulsion may not exceed **forty-five (45) school days**.

Participating Districts agree to invite a representative of the JJAEP Campus to attend the incoming JJAEP student's ARD or 504 committee meeting as a non-consensus member. The Participating District shall provide reasonable advance notice of the scheduled ARD or 504 committee meeting to both the JJAEP Campus Administrator and the JJAEP Administrator. As such, the JJAEP Campus Administrator or designee agrees to attend this ARD or 504 meeting, as participation is critical in preparing for the incoming student's special education service needs and ensuring continuity of services upon placement at the JJAEP.

For all students receiving special education services, the Participating District must 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.

If the JJAEP staff suspects that a student who has not been previously identified under IDEA may be eligible for special education services, the JJAEP shall refer the student to the student's home district for potential evaluation in accordance with applicable state and federal laws and regulations.

ESL SERVICES

The JJAEP, in collaboration with the sending Participating District, shall ensure that any student identified as a non-English-speaker or as an English as a Second Language (ESL) receive services and instructional support appropriate to their language proficiency needs. The determination of required services shall be made by the student's Language Proficiency Assessment Committee (LPAC) and must be based on documented assessment data. All LPAC and service plans must be formally documented and maintained in the student's educational records.

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 provide transportation for students referred by Participating Districts. While YISD may provide transportation for its own expelled students attending the JJAEP, it is not responsible for providing transportation to or from the JJAEP for students from other school districts, including those with disabilities who require transportation as a related service under an Individualized Education Program (IEP) or Section 504 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.

It is the responsibility of the Participating District to notify the student's parents or guardians of the initial transportation plan and to communicate any subsequent changes in a timely manner. If transportation issues arise after the student's placement, an emergency meeting will be held with all parties involved, including the student's parents or guardians. Should transportation remain a continued barrier to attendance, the student may be exited from the JJAEP and returned to the Participating District for alternative placement or further action.

POLICY AND PROCEDURES AND STUDENT CODE OF CONDUCT

YISD shall implement the programmatic and procedural components of the JJAEP as outlined in the **EL PASO COUNTY JJAEP POLICIES, PROCEDURES, AND STANDARDS**, attached hereto as (**EXHIBIT "D"**). All references within Exhibit D to "JJAEP Campus" shall refer specifically to YISD's JJAEP Campus, including its operations and staff, unless the context clearly indicates otherwise. YISD shall establish 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, and the JJAEP Administrator agree to actively participate in collaborative efforts, including quarterly meetings, to discuss areas of concern, provide updates, address challenges, and review potential revisions to policies, procedures, and legislative changes that may impact JJAEP Campus operations and services. These meetings and activities shall also serve to inform enhancements or modifications 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.

JJAEP EDUCATIONAL STAFF

JJAEP educational staff shall be employees of YISD and shall be subject to all applicable YISD personnel policies 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 “Covered Employees” and JJAEP staff members do not have 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 15th of each year.

In accordance with Texas Administrative Code, Chapter 348.200(g)(4), YISD shall ensure adequate supervisory staffing levels. All JJAEP employees, including long-term substitutes (six 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), CPR, and First Aid through YISD-provided training. Teacher aides and Community 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 on 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 must complete and submit the **TJJD INCIDENT REPORT FORM (EXHIBIT “G”)** and the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT “G-1”)**. These forms, along with any supporting documentation, must be transmitted via email and phone call to: [1-877-786-7263](tel:1-877-786-7263) and abuse neglect@tjtd.texas.gov, as well as to the Juvenile Probation Department /County. YISD shall also report such incidents to local law enforcement as required under Chapter 348 and 358 of the Texas Administrative Code and must notify the JJAEP Administrator via email immediately but not later than the next business day.

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.

SUPPLEMENTARY PROGRAM FUNDING

Each Participating District agrees to allow YISD to apply for eligible State grant funding for the JJAEP and to reasonably cooperate in the grant application process. Any funds obtained from the State shall be utilized primarily to offset educational expenses incurred by the Participating Districts, including YISD. Any remaining funds may be allocated for the expansion and improvement of the JJAEP.

EFFECTIVE DATE

This Agreement shall become effective on July 28, 2025, 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.

TERMINATION

This Agreement shall remain in effect through July 27, 2026. Either the “Board” or “YISD” may terminate this Agreement by providing one-hundred eighty (180) days’ written notice of termination. 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 agree that changes to the JJAEP Policies, Procedures and Standards, JJAEP Student Code of Conduct, or this JJAEP Interlocal Agreement, may be made with the written agreement of YISD and the El Paso County Juvenile Board.

NOTICE

All notices under this Agreement shall be sent by certified mail, return receipt requested, to the individuals identified in the attached contact listing, which is incorporated herein. Any Participating

District joining the Agreement by counterpart shall also identify a designated representative for notice purposes.

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.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties. Any prior oral or written agreements are hereby superseded and merged into this Agreement.

INSPECTION OF RECORDS

Upon 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.

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.

EQUAL EMPLOYMENT POLICIES

YISD affirms its status as 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.

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.

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).

CHANGE OF CAMPUS LOCATION

Notice of any campus location changes shall be provided at least thirty (30) days in advance or as soon as possible thereafter. An amendment to this Agreement shall not be required solely due to a change in campus location.

CONFLICT RELATED DOCUMENTS

In the event of any conflict or inconsistency among related documents, the following order of precedence shall apply: The El Paso County Juvenile Probation Department Policies, Procedures and Standards for the Juvenile Justice Alternative Education Program and its accompanying exhibits.

YISD INTERLOCAL SY 2025-2026
CONTACTS AND ADDRESS INFORMATION

School District	Address
Clint Independent School District James R. Pendell, 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 Armando Rodriguez, 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 2025-2026 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 2025-2026 SCHOOL CALENDAR

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

EL PASO COUNTY JUVENILE BOARD

By: 

Honorable Judge Selina Saenz
El Paso County Juvenile Board Chair
65th District Court Judge

Date: July 31, 2025

APPROVED AS TO CONTENT:



Chief Juvenile Probation Officer, Rosie Medina

8/1/2025

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: _____