

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

This Interlocal Agreement made by and between the El Paso County Juvenile Board, hereinafter referred to as the "Board", and the El Paso Independent School District, hereinafter referred to as "EPISD". Anthony Independent School District and Canutillo Independent School District, hereinafter collectively referred to as "Districts" and individually as "Participating District" are joined for purposes of establishing the respective responsibilities of the Board and the Districts to the other. Nothing herein shall create a direct contractual relationship between the Districts and EPISD in its capacity as fiscal agent or provider of Juvenile Justice Alternative Education Program, hereinafter referred to as "JJAEP", services.

WITNESSETH:

WHEREAS Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts to increase their efficiency and effectiveness by the consolidation of administrative functions of government; and

WHEREAS Texas Education Code, Chapter 37, requires the Board to establish a JJAEP for El Paso County, based on its population; and

WHEREAS such a consolidated effort in the establishment and operation of a JJAEP, is beneficial to the Board, EPISD, and the Districts, as well as the general public; and

WHEREAS the Board, EPISD, and the Districts are local governments as defined in Tex. Gov't Code, § 791.003(4), have the authority to enter into this Agreement, and have each entered

into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS the Board, EPISD and the Districts agree that the educational services of the JJAEP can be administered most efficiently at a centralized location with the geographic boundaries of El Paso County, and the Board desires to engage the EPISD to serve as the provider of the educational component of the JJAEP, as permitted by Tex. Educ. Code § 37.011(e); and

WHEREAS the Board, EPISD, and the Districts specify that each party paying for the performance of said administrative functions of government shall make those payments from revenues available;

NOW, THEREFORE, it is mutually agreed as follows:

1. MISSION OF THE JJAEP. Title 37 Tex. Admin. Code § 348.200 provides, “Academically, the mission of the JJAEP shall be to allow students to perform at grade level. The JJAEP shall provide an instructional program that results in a level of student academic progress in the areas of reading and math.”

2. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is for the establishment by the Board of a JJAEP approved by the Texas Juvenile Justice Department and operated by EPISD, for the Districts students as permitted by § 37.011(e) of the Tex. Educ. Code. This Agreement will serve to combine into one system the operational, programmatic and educational standards for the JJAEP required by the Tex. Educ. Code, § 37.011(e) and Title 37 of the Tex. Admin. Code, Chapter 348. (37 TAC § 348). The JJAEP shall serve and the El Paso County Juvenile Probation Department shall be responsible for funding only placements of students enrolled at the EPISD and participating Districts who have been expelled from school for conduct for which expulsion is mandatory under Tex. Educ. Code § 37.007(a), (d) and (e). A list of the applicable

mandatory expulsions is included on page 2 of **Exhibit “D”** attached hereto.

3. DUTIES OF EPISD. EPISD shall provide facilities, personnel and services necessary to operate on the Board’s behalf, a JJAEP approved by the Texas Juvenile Justice Department, for the EPISD’s and Districts’ students as permitted by § 37.011(e) of the Tex. Educ. Code. The educational components of the JJAEP shall be subject to the policies adopted by the Board of Managers of EPISD. JJAEP educational staff members shall be employees of EPISD, and shall be subject to the personnel policies of the EPISD (“JJAEP Services”). EPISD shall also serve as the fiscal agent for the JJAEP upon receipt of funds for program operation. EPISD’s duties shall more specifically include the following:

3.1 EPISD shall ensure that all staff, including temporary, seasonal or substitute employees shall have completed and passed a background check pursuant to Section 4.6 of this Agreement and have received orientation training provided by a Board representative prior to having contact with students. For all new employees, including all staff, temporary seasonal or substitute employees all orientation training shall occur within the first two weeks of employment and after the employee has completed and passed a background check. **All employees must pass a background check and receive orientation training prior to having contact with students.** EPISD is required to notify the JJAEP Administrator immediately of any prospective new hires who may provide services described under this Agreement for the purposes of obtaining criminal history and sex offender checks. EPISD is required to notify the JJAEP Administrator within 10 working days of a JJAEP’s employee’s last day of employment with the EPISD. At a minimum this training shall include the following as required by Title 37 Tex. Admin Code Rule § 348.106 Personnel Administration:

- (1) safety and security procedures including, but not limited to,

emergency exit drills and the JJAEP's safety disaster plan;

- (2) child abuse, neglect and exploitation identification and reporting as required by Title 37 Tex. Admin. Code Chapter 358;
- (3) incident reports;
- (4) student code of conduct;
- (5) behavior management program;
- (6) transporting students;
- (7) crisis intervention;
- (8) distribution of medication;
- (9) sexual harassment;
- (10) personal restraint policy;
- (11) student grievance procedures; and
- (12) job descriptions including duties and responsibilities of the assigned position.

3.2 EPISD shall provide a JJAEP which will serve the EPISD and participating Districts' students and which complies with all the requirements of Chapter 37, Tex. Education Code, the State Board of Education, and the Texas Juvenile Justice Department, including but not limited to, a curriculum in English Language Arts, Mathematics, Science, Social Studies and Self-Discipline. The Program shall be operated at least seven hours a day, 180 days a year, except to the extent that EPISD schools are closed due to disaster, flood, extreme weather condition, public health emergency, or other calamity. EPISD shall notify the Board, through the person(s) designated below, of emergency closures, and of any waiver(s) relating thereto filed by it, and provide updates on the status of any such waivers. Contact person(s) for the EPISD in case of emergency closure shall be as designated below. EPISD shall also provide a high school equivalency program (GED) and

administer assessment instruments under Texas Education Code Subchapter B Chapter 39 (State Assessment). Each Participating District agrees to consider course credit earned by its student, including a student in special education programs, while in the JJAEP as credit earned in that school district.

3.3 EPISD shall provide guidance counseling services to work with assigned probation officers and the student's parent or guardian to review the student's academic progress and establish a specific graduation plan for the student.

3.4 EPISD shall use best efforts to support the mission of the JJAEP to enable students to perform at grade level while attending the JJAEP and shall provide the curriculum components required by Tex. Educ. Code § 37.011(d), but is not required to provide a course necessary to fulfill a student's high school graduation requirements.

3.5 EPISD and each participating District shall provide a copy to the El Paso County Juvenile Probation Department of the order expelling a student pursuant to § 37.007 of the Tex. Educ. Code along with all information required pursuant to § 52.041 of the Tex. Fam. Code, no later than the second business day after a hearing is held pursuant to § 37.009 of the Tex. Educ. Code.

3.6 EPISD shall provide services for the high school, middle school, and elementary school students enrolled in the JJAEP's located at the Raymond Telles Academy, 320 S. Campbell Street, El Paso, Texas 79901 (high school); the Wainwright Building (LaFarelle Alternative Middle School and "Project About Face"), 4500 Lawrence Ave., El Paso, TX 79904 (middle and elementary school). Transfer students as agreed by the EPISD, the County and the Districts may also be provided services at these sites.

3.7 Following the successful completion and termination of court ordered terms and conditions of probation or deferred prosecution programs, a student shall be court

ordered to return to his / her respective District for transitioning to a Non-Juvenile JJAEP educational setting.

3.8 EPISD shall establish and enforce a Student Code of Conduct for the JJAEP in accordance with Tex. Educ. Code § 37.001 and as required by Tex. Educ. Code § 37.011(c).

3.9 EPISD shall provide standard school amenities, including lunch for each student assigned to the Program pursuant to this Agreement.

3.10 EPISD shall serve as fiscal agent for the JJAEP operated pursuant to this Agreement upon receipt of funds for provision of JJAEP services from the El Paso County Juvenile Probation Department.

3.11 EPISD shall account separately for the receipt and expenditure of any and all State funds received pursuant to this Agreement. EPISD understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. EPISD further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. EPISD will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through EPISD, if any, and the requirement to cooperate is included in any subcontract it awards.

3.12 EPISD shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, or Federal government, books, documents and other evidence pertaining to the cost and expenses of the operation of the JJAEP under this Agreement, hereinafter called the "Records".

3.12.1. Records Retention.

EPISD shall maintain Records and documents for a minimum of three years after the end of the contract period. If any litigation, claim, or audit involving these Records commences before the three year period expires, the EPISD contractor must keep Records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

3.13 EPISD must assure that its employees are familiar with the Tex. Fam. Code § 261.101 *Persons Required to Report; Time to Report*. This statutory provision requires individuals to report child physical or mental health abuse or neglect.

3.14 EPISD shall provide educational services to those students eligible under the Individuals with Disabilities Education Act (IDEA) and § 504 of the Rehabilitation Act of 1973.

3.15 EPISD agrees to complete the JJAEP Monthly Attendance Voucher Form (**Exhibit "B"**) as indicated and submit said form to JPD/County on or before the first working day following the last business day of each month.

EPISD agrees that subsequent payments pursuant to this Agreement shall be paid based upon the information reported on the JJAEP Attendance Form.

3.16 EPISD agrees to complete the JJAEP Monthly Activity Report (**EXHIBIT "C"**) on a monthly basis and submit said form to JPD/County on or before the first working day following the last business day of each month.

3.17 EPISD agrees to complete the JJAEP Student Information Form {Student Personal and Admission Data} (**Exhibit "D"**) for each student admitted into the JJAEP upon admission. EPISD agrees to accumulate said admission forms for all students admitted in a given month and submit said forms to JPD/County on a monthly basis on or

before the first working day following the last business day of each month.

3.18 EPISD agrees to complete the JJAEP Student Information Form {Student Exit Data} (**EXHIBIT “D”**) and the JJAEP Exit Data Requirements form (**EXHIBIT “E”**) [for each student admitted into the JJAEP] upon exit from the JJAEP. EPISD agrees to accumulate said exit forms for all students exiting the JJAEP in a given month and then submit said forms to JPD/Board on a monthly basis on or before the first working day following the last business day of each month.

3.19 EPISD agrees to complete the JJAEP Personnel Records Request (**Exhibit “H”**) for each employee assigned by EPISD to work with JJAEP students. Pursuant to Title 37 Tex. Admin. Code § 348.106(b) the JJAEP Administrator is required to maintain a personnel file for each employee or person working at the JJAEP included in the program ratio. The file shall, at a minimum, include: 1) criminal history searches, 2) training records; 3) applicable personnel actions; 4) documentation of the employee’s educational transcripts; and 5) applicable certification verification. EPISD shall provide items 1-5 in electronic format (i.e. Email, USB Flash Drive or a CD-ROM). Additionally, EPISD shall provide a letter from an authorized person from the District verifying that items 1-5 are provided. The JJAEP Personnel Records Request (**Exhibit “H”**) shall be submitted to JPD/County within ten business days of the employee being assigned to a JJAEP campus.

3.20 EPISD agrees that each student shall be tested no more than 10 school days after the student is enrolled into the JJAEP. The middle school and elementary school students admitted into the Wainwright Building Campus (LaFarelle Alternative Middle School and “Project About Face”) at 4500 Lawrence Ave., El Paso, TX 79904, shall be tested using the Iowa Test of Basic Skills. The high school students admitted into the Raymond Telles Academy shall be tested using the Iowa Test of Education Development

selected by the Texas Juvenile Justice Department to measure the student's current tested grade level specifically in the areas of Reading and Mathematics. EPISD is to report the results of said testing on the JJAEP Student Information Form (Student Admission Data) **(EXHIBIT "D")** to be submitted to JPD/Board on a monthly basis.

3.21 EPISD agrees that each student served in the JJAEP for a minimum of ninety (90) days shall be tested upon exit from the JJAEP. The middle school and elementary school students shall be tested using the Iowa Test of Basic Skills. The high school students admitted into the Raymond Telles Academy shall be tested using the Iowa Test of Education Development, selected by the Texas Juvenile Justice Department to measure the student's current tested grade level upon exit from the JJAEP specifically in the area of Reading and Mathematics. EPISD agrees to report the results of said exit testing on the JJAEP Student Information Form {Student Exit Data} **(EXHIBIT "D")** to be submitted to JPD/County on a monthly basis.

3.22 EPISD agrees, pursuant to Chapter 261 of the Tex. Fam. Code, to Report any and all alleged incidents of child abuse or child neglect brought to the attention of those professionals listed in Chapter 261 to the proper authorities, while a student is served at the JJAEP. In such event, EPISD shall also complete the TJJD Incident Report Form **(EXHIBIT "F")** and transmit this form along with any applicable documentation via facsimile to: TJJD, ANE, INVESTIGATION UNIT at (512) 490-7130 and to JPD/County. Include the LAW ENFORCEMENT AGENCY FAX NUMBER and the GENDER of the alleged victim.

3.23 EPISD further agrees, pursuant to Chapter 261 of the Tex. Fam. Code, and 37 TAC Rule § 358.800, while a student is served at the JJAEP, and within five (5) calendar days following the report to a EPISD employee of an abuse, neglect, exploitation, or death

investigation conducted pursuant to Paragraph 3.22 herein, to complete the TJJD Internal Investigation Report Form (**EXHIBIT “G”**) and transmit this form along with any applicable documentation via facsimile to: TJJD, ANE INVESTIGATION UNIT at (512) 490-7130 and to JPD/County. EPISD shall include the following documentation:

Written statements;

Relevant medical documentation, if release is authorized by law;

Training records, if applicable; and

Any other documentation used to reach the disposition of the investigation.

3.24 **ELIGIBILITY TO RECEIVE PAYMENT ON STATE CONTRACTS**

Under § 231.006, Tex. Fam. Code, the EPISD certifies that the individual(s) entity named in this Agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certificate is inaccurate.

3.25 **FINGERPRINT SEARCHES** Pursuant to § 348.106 of Volume 37 of the Tex. Admin. Code, documentation that a fingerprint search was conducted shall be submitted by the EPISD and the Districts to the Board’s designee confirming that the fingerprint based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas have been completed prior to the date of hire of JJAEP employees. Fingerprints shall be submitted through the Texas Department of Public Safety (DPS) Fingerprint Application Services of TX (FAST) system.

4. **DUTIES OF THE BOARD.**

4.1 The Board agrees to pay EPISD, the sum of \$79.00 per student per day for the month of August 2013 and the sum of \$86.00 per student per day thereafter, for each

day one of EPISD's or other Participating District's students is enrolled in the JJAEP, utilizing state-appropriated funds from the Texas Juvenile Justice Department funds for the 2013 – 2014 and 2014 – 2015 school years, and pass-through funding provided by the Districts for provision of JJAEP services (see also Section 5.1 below), as consideration for EPISD's operation of the education component of the JJAEP and acting as fiscal agent for the JJAEP. Said fee will be paid to the attention of EPISD's Chief Business Officer no later than 90 days after the submission of JJAEP Monthly Attendance Voucher Form is received by the Board.

4.2 The Board shall cease payment of the daily rate of \$79.00 per day per student placed in the JJAEP for the month of August 2013 and \$86.00 per day per student placed in the JJAEP thereafter under this Agreement, upon completion of the earliest of the following dates:

- A. Completion of the court ordered terms and conditions, pending adjudication (or deferred prosecution), or
- B. The end date of the expulsion term, or
- C. Upon EPISD's decision to remove the juvenile from JJAEP participation due to a decision made at an expulsion review hearing.

4.3 Any child placed at the JJAEP pursuant to deferred prosecution can only be required to attend the JJAEP for a period not to exceed six (6) months, pursuant to Tex. Educ. Code § 37.011(b)(2).

4.4 This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this Agreement. EPISD shall have no cause of action against the Board in the event the Board is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination,

withdrawal or failure of Federal and/or State funding to Board or EPISD and the Districts.

4.5 The Board, through its designee, JPD, shall monitor and evaluate EPISD's performance under this Agreement. JPD will notify the EPISD in writing of any deficiencies noted during such monitoring. EPISD shall have thirty (30) days after receipt of such notice to correct such deficiencies to the satisfaction of the JPD. Should EPISD fail to correct such deficiencies, this Agreement may be terminated by the Board and EPISD may be ineligible to receive future contracts from the Board.

4.6 A Criminal Record Check shall be conducted by a Board representative/designee.

(1) Prior to employment in the JJAEP, the Board's representative/designee, shall initiate a criminal history check in accordance with the guidelines listed in 4.6.(2) and 4.6(3) on all JJAEP staff that have direct contact with students.

(2) Continued employment in the JJAEP shall be contingent upon the annual completion and return of acceptable results of criminal history checks.

(3) The following criminal history checks (which includes sex offender registration records check) shall be conducted:

- a. A Texas criminal history background search (Texas Crime Information Center);
- b. A Federal Bureau of Investigation fingerprint based criminal history background search (NCIC).

4.7 The Board's representative/designee shall immediately notify EPISD if an employee fails a background check pursuant to this Agreement. Upon notification by the Board's representative/designee, EPISD shall immediately remove the EPISD employee from any of the JJAEP campuses.

5. DUTIES OF THE DISTRICTS TO THE BOARD.

5.1 With respect to each District's students attending the JJAEP operated pursuant to this Agreement, each District agrees that the District where the student is enrolled on the date the student is expelled based upon a mandatory expulsion offense set out in § 37.007(a), (d), or (e) of the Tex. Educ. Code shall transfer the student to the JJAEP operated by EPISD so that pass through funding can be provided to the EPISD in the amount of \$79 per day (August 2013) or \$86 per day (September 2013 and thereafter) for each day the expelled student is enrolled at the JJAEP, for the portion of the school year for which JJAEP services are provided.

5.2 In order to be expelled for placement in the JJAEP:

5.2.1 The student must have been expelled by the school district pursuant to a mandatory expulsion offense listed in § 37.007(a), (d), or (e) of the Tex. Educ. Code.

5.2.2 The school district expelling a student must provide written notification to JPD of the expulsion no later than two business days after the decision to expel. Failure to provide such written notice shall result in the child remaining in the District's educational program until proper notice is given.

5.2.3 If required by statute, the school district must have filed an offense report with the appropriate law enforcement agency regarding the alleged incident which is the basis of the expulsion referred to in 5.2.1 above. A copy of said offense report or "Notice of Delinquency" shall accompany the expulsion notice submitted JPD.

5.2.4 The respective law enforcement agency in 5.2.3 above must make a

“Referral to Juvenile Court” as defined in § 51.02(12) of the Tex. Fam. Code if required by statute.

5.3 Pursuant to Tex. Educ. Code § 37.012(b); the aforementioned funds must be expended on the JJAEP.

5.4 Transportation of students attending the JJAEP will be the responsibility of the home school district or the student’s parents at the sole discretion of the home school district. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for transportation of students attending the JJAEP, including students with disabilities who require transportation as a related service.

5.5 Each school district shall obtain from each student’s parents, guardian, or entity standing in parental relation to the student, the transfer form required by EPISD.

5.6 Following the successful completion and termination of court ordered terms and conditions of probation, or deferred prosecution, or the end of the expulsion term, whichever occurs first, funding provided to EPISD by the Board shall cease. Should the student and his / her respective District desire and the EPISD so agrees, the student, may continue to attend the JJAEP through funding provided by his/her District under separate written agreements directly with EPISD.

5.7 Each school district shall provide a copy to the El Paso County Juvenile Probation Department of the order expelling a District's student pursuant to § 37.007 of the Tex. Educ. Code along with all information required (law enforcement report/Notice of Delinquency) pursuant to § 52.041 of the Tex. Fam. Code, no later than the second business day after a hearing is held pursuant to § 37.009 of the Tex. Educ. Code and Section 5.2.2 of this Agreement.

5.8 Placement of Students with Disabilities. The placement into the JJAEP of

a student with a disability who receives special education services must be made in compliance with the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). A school district may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or §504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or §504 committee determines that the alleged misconduct is not a manifestation of the student's disabilities, except that an expulsion to JJAEP hereunder may occur, without regard to a manifestation determination for up to 45 days, for mandatory expulsion offenses involving weapons, illegal drugs, controlled substances, or inflicting serious bodily injury on another person, at school, on school premises, or at a school function (20 USC Sec 1415(k); 34 CFR Sec. 300.530). After making such a determination, the referring school district's ARD or §504 committee shall determine what services, if any, are necessary to provide a free, appropriate public education. The referring school district shall remain responsible for making available the services, if any, necessary to provide a free, appropriate public education. Such services to provide a free, appropriate public education are the only services that the referring district is obligated to provide. The referring school district may make such services available in conjunction with the JJAEP or at a separate time and location, at the discretion of the referring school district. If the referring school district chooses to make such services available in conjunction with the JJAEP, the referring district shall cooperate with the JJAEP to minimize disruption of the JJAEP. Further, the referring district's ARD committee may determine that the education services provided by the EPISD JJAEP are sufficient to provide a free, appropriate, public education under the circumstances of expulsion. If the proposed expulsion is under § 37.007(a), (d) (mandatory expulsion) or (e) of the Tex. Educ. Code, a representative of the

JJAEP may attend a student's ARD committee meeting as a non-consensus member. In the case of permissive expulsions, the referring School District shall provide to the administrator of the JJAEP reasonable notice of the meeting of the student's ARD committee to discuss the student's placement in the JJAEP. The JJAEP representative may participate in the ARD meeting to the extent that the meeting relates to the student's placement in the JJAEP.

5.9 A student placed in JJAEP because the student is required to register as a sex offender shall have his/her placement reviewed in the following manner:

- (a) At the end of the first semester of a student's placement in the JJAEP, the referring District shall convene a committee to review the student's placement in the JJAEP. This committee must be composed of the following:
 - (1) a classroom teacher/school administrator from the campus to which the student would be assigned upon the completion of their JJAEP placement;
 - (2) the student's probation officer, or in the case of a student who does not have a probation officer, a representative of the local juvenile probation department;
 - (3) a classroom teacher/school administrator from the JJAEP to which the student is assigned;
 - (4) a school district designee selected or designated by the board of trustees; and
 - (5) a counselor employed by the school district.
- (b) The committee by majority vote shall determine and recommend to

the school district board of trustees whether the student should be returned to the regular classroom or remain at the JJAEP.

- (c) If the committee recommends that the student be returned to the regular classroom, the board of trustees shall return the student to the regular classroom unless the board of trustees determines that the student's presence in the regular classroom:
 - (1) threatens the safety of other students or teachers;
 - (2) will be detrimental to the educational process; or
 - (3) is not in the best interest of the district's students.

- (d) If the committee recommends that the student remain in the JJAEP, the board of trustees shall continue the student's placement in the JJAEP unless the board determines that the student's presence in the regular classroom:
 - (1) does not threaten the safety of other students or teachers;
 - (2) will not be detrimental to the educational process; and
 - (3) is not contrary to the best interest of the District's students.

- (e) If, after receiving a recommendation under Subsection (b), the school district board of trustees determines that the student should remain in the JJAEP, the Board shall before the beginning of each school year convene the committee described by Subsection 5.9(a) to review, in the manner provided by Subsection 5.9(b), 5.9(c), and 5.9(d) the student's placement in the JJAEP.

5.10 The review of the placement of a student with a disability who receives special education services may be made only by a duly constituted ARD (admission, review, and

dismissal) committee. The admission, review, and dismissal committee may request that the board of trustees convene a committee described by Section 5.9(a) to assist the admission, review, and dismissal committee in conducting the review.

5.11 If the JJAEP suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future, it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statutes and regulations.

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

5.13 The District shall be responsible for ensuring that employees (instructional staff, paraprofessionals [aids], administrators, counselors, nurses, campus security personnel and CIS Caseworkers) providing JJAEP services have received CPR, First Aid, and CPI certifications within 60 days of being assigned to a JJAEP campus. School administrator shall ensure that all JJAEP employees do not lapse in their certifications. Copies of course certifications in the three areas listed above must be provided to the JJAEP Administrator within 30 days of course completion.

6. **SUPPLEMENTARY PROGRAM FUNDING.** Each District agrees to allow EPISD to submit a grant for eligible JJAEP funds from the State and to reasonably cooperate in submission of such application. Priority of funds obtained from the State will be utilized to off-set educational expenses of participating school districts, including EPISD, and remaining funds may be used for expansion and improvement of the JJAEP.
7. **EFFECTIVE DATE.** This Agreement shall become effective on August 1, 2013, regardless of the date of execution by the parties. The parties agree that the authorized signature of any other District who may join by counterpart creates a binding offer of such

District to participate in the establishment and operation of the JJAEP and shall be effective as to all signatories at such time as it is signed by EPISD.

8. **RENEWAL AND TERMINATION.** This Agreement shall be in effect until July 31, 2014 and may be renewed thereafter on a year to year basis and remain in effect until terminated by any party upon ninety (90) days written notice. Notice of termination by the Board or any District received by the EPISD shall constitute effective notice of termination as to such party only, and shall be effective at the end of the then current contract year.
9. **NOTICE.** Notice to parties under this Agreement shall be sent by certified mail, return receipt requested, to those persons identified in **EXHIBIT "A"** attached hereto and incorporated herein for all purposes and such persons as may be identified for purposes of notice by Districts which have joined in the Agreement by counterpart and may be represented in **EXHIBIT "A"**.
10. **SEVERABILITY.** If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and any prior understandings, written or oral agreements between them are merged into the Agreement.
12. **INSPECTION OF RECORDS.** Upon request by a party, all records of EPISD made and kept pursuant to this Agreement are available for inspection at any time mutually convenient to EPISD and the party, subject to the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C.A. § 1232g and V.T.C.A., Government Code Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said services.

13. EXECUTION. This Agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any District whether or not named above creates the same binding commitment between the parties as if the District had jointly executed this document, if the counterpart is duly executed by the EPISD.

14. EQUAL EMPLOYMENT POLICIES. EPISD affirms that it is an equal opportunity employer and does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities.

15. FAILURE TO PAY. In addition to any other remedy available at law, in the event that the Board fails to timely pay amounts due and owing hereunder, EPISD shall have the right to refuse to accept students from any Participating District until said payment is made.

16. 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 and the Tex. Educ. Code, § 37.011(o).