

Tyler ISD Interlocal with Smith County Schools - [2025-2026]

This agreement is entered into and under the authority of the Interlocal Cooperation Act found at Chapter 791 of the Texas Government Code. This Interlocal Agreement is entered into between the following Smith County schools: **[Arp, Bullard, Chapel Hill, Lindale, Troup, Whitehouse, and Winona]** with the Tyler Independent School District, hereinafter referred to as Tyler ISD. By this agreement and in consideration of the mutual benefits and promises set forth below, the sufficiency of such is hereby acknowledged by both parties hereto, and for the purpose of establishing the rights and duties of the parties regarding educational services provided by the Tyler ISD on the premises of the Smith County Juvenile Services, hereinafter referred to as SCJS, the parties agree as follows:

TYLER ISD DISTRICT RESPONSIBILITIES:

1. The TYLER INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as Tyler ISD, will be the operating agent for the school component. Tyler ISD will employ no less than two staff members for the detention school, one of which must be a certified teacher in the State of Texas. One or the same must hold a special education certification, or a teacher certified in special education must review each student with special education designations.
2. The Tyler ISD staff will be responsible for teaching the juveniles. SCJS staff will determine discipline procedures.
3. The Tyler ISD teaching team will develop and implement the educational program for the Detention Facility that meets the requirements of the Texas Education Code and the Texas Administrative Code, *Title 37 T.A.C. Chapter 11, Section 343.37a(1-4)*
4. Pursuant to Title 37 T.A.C. Chapter 11, Section 343.37a(2), a minimum of 7 hours (i.e., 420 minutes) of actual academic instruction shall be provided per day during the regular school year calendar (i.e., 180 days) or the same number of days of instruction that coincide with the local school district calendar.
5. The Tyler ISD will maintain training and personnel records, in accordance with Texas Juvenile Probation Commission (TJPC) Standards, on person(s) sent to the facility including substitutes and will make said records available to TJPC Personnel for monitoring purposes. Thorough background investigations, including, but not limited to, criminal history checks, sex offender checks, F.A.S.T. Fingerprinting, are required and Tyler ISD will provide said information or documentation of said information to designated SCJS staff. No Tyler ISD staff will be assigned to the Detention Education Program without prior SCJS approval.
6. For safety purposes, the Tyler ISD will maintain current and accurate Emergency Contact Information Sheet(s) on each person sent to the facility including substitutes and will provide said information to designated SCJS staff.
7. Lesson plans will be kept on-site to ensure smooth operations in the event of absences.
8. **The sending district will maintain the student's enrollment status, report PEIMS data, and maintain attendance records.**
9. The Tyler ISD will request, collect, and maintain required student records, including special education records.
10. The Tyler ISD will provide curriculum, all educational supplies, and educational services, including but not limited to, support services, State assessment Testing (TAKS/STAAR), special education services and counseling, which must be provided in accordance with both Texas Education Agency

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(TEA) and Texas Juvenile Probation Commission (TJPC) requirements as well as applicable federal laws.

11. The Tyler ISD teaching team is responsible for communicating with SCJS staff and maintaining an ongoing record of the juvenile's progress by the recording of individual grades and relaying those results to the respective District upon the juvenile's release from detention.

SMITH COUNTY SCHOOLS RESPONSIBILITIES:

1. Each school will designate a TAKS/STAAR assessment contact from the appropriate campus to assist, if necessary, with testing at the SCJS facility on testing dates.
2. Each school will assign a representative from their campus to coordinate attendance, assessment information, and any other important information necessary to educate the students from their campus being served in the SCJS facility.
3. Each school will send a delegate to Tyler ISD for informational meetings regarding services to be provided for students in SCJS.
4. Each party will incur its own costs under this agreement. Smith County School Districts will be billed for services by Tyler ISD at the end of the school year. Payment must be made in full to Tyler ISD before the beginning of the next school year.
5. Each school will communicate the necessary information regarding any services necessary to educate their students in SCJS as it relates to: (Special education services, 504 services, testing accommodations, etc.)

SMITH COUNTY JUVENILE SERVICES RESPONSIBILITIES:

1. SCJS staff will work with Tyler ISD to acclimate District personnel to daily operations.
2. As required by TJPC, prior to school starting, SCJS staff will provide Orientation to Tyler ISD personnel which will include: (1) Security Procedures (2) Emergency Procedures (3) Behavior Management System and Prohibited Sanctions (4) Abuse, Neglect, and Exploitation reporting (5) TJPC Standards/requirements for operation of Detention School.
3. The SCJS Administrator or their designee will notify the respective school district and Detention educational staff of students who are detained in the facility as required by T.E.C. 29.012.
4. SCJS will provide work space for Tyler ISD personnel.
5. SCJS will be responsible for the safety, security, and operation of the detention center.
6. The Detention Staff will be responsible for administering the discipline procedures and will determine the behavior modifications for each juvenile.
7. Access to the Detention Facility is strictly controlled by SCJS. No alcohol, tobacco, weapons, cameras, recording equipment, cell phones, or any other contraband as defined by SCJS Policy are allowed inside the Detention Facility.
8. SCJS will provide facilities:
 - a. Tables (desks) to accommodate students/residents.
 - b. Storage space for classroom supplies will be located in designated areas.
 - c. Meals for the students/residents.
 - d. Medical services for the students/residents.

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9. SCJS will maintain TJPC mandated officer to student/resident ratios during Detention School operational hours.

TERM

This Interlocal Agreement shall be in effect beginning August 13, 2025, and may be reviewed annually. Either party to this Interlocal Agreement must give the other party written notification of intent to modify or terminate said agreement within thirty (30) days prior to taking such action.

GOVERNING LAW

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas. Nothing in this agreement will be interpreted to create a partnership or joint venture. Each party under this agreement is liable for its own acts and/or omissions. Each party will incur its own costs under this agreement. Smith County school districts will be billed for services by Tyler ISD at the end of the school year. Cost per student will be based on the current Smith County schools financial agreement.

Payment must be made in full to Tyler ISD before the beginning of the next school year.

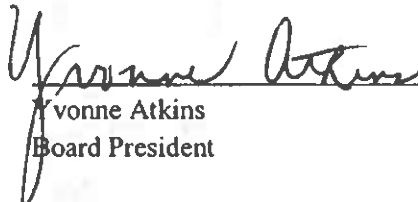
In the event that any of the provisions contained in this Interlocal Agreement are held to be unenforceable, this Interlocal Agreement shall be construed without such provisions and the remaining provisions hereof continue in full force and effect.


This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

In the event state law affecting the operation of the Detention Education Program changes after the date this Interlocal Agreement is entered into, the parties agree to amend this Interlocal Agreement to comply with mandates of Texas Law. Changes precipitated by modifications of law will only affect those specified sections and the remainder of this document will continue in force as written.

Executed this 21st day of July, 2025.

Tyler Independent School District


Yvonne Atkins
Board President


Marty Crawford, Ed.D.
Superintendent

ATTEST:


Gina Orr, Board Secretary

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Executed and approved this _____ day of _____, 2025.

Troup Independent School District

Name:

Title: Board President

Name:

Title: Superintendent

ATTEST:

Name:

Board Secretary