



**Interlocal Agreement
between El Paso County Community College District
and Ysleta Independent School District
for the Development and Support of
Hanks Early College High School**



This Interlocal Agreement (the "Agreement") is made and entered into between El Paso County Community College District (EPCC) and Ysleta Independent School District (YISD) (collectively, the "Parties") for the purpose of the development and support of J.M. Hanks Early College High School (JMHECHS), effective as of this 12th day of May 2020.

1. Recitals

WHEREAS, EPCC and YISD desire to collaborate for the development and support of an early college high school so that students would have the opportunity to earn a high school diploma and a two-year Associate's Degree upon graduation from the early college high school;

WHEREAS, EPCC and YISD intend to enroll students in grades nine (9) through twelve (12) in JMHECHS;

WHEREAS, JMHECHS will be located at 2001 N. Lee Trevino Dr. El Paso, TX 79935, with no more than five hundred (500) students;

WHEREAS, the goals of the JMHECHS are to reduce dropout rates, attract and better prepare students for higher education, assure students of the support necessary to be successful in college, and provide YISD students a seamless transition between high school and college;

WHEREAS, YISD and EPCC are authorized to enter into this Agreement pursuant to Section 791.001, Texas Government Code,

WHEREAS, this Agreement will provide efficiencies and cost savings to YISD and EPCC and will benefit the students and taxpayers of YISD and EPCC;

NOW, THEREFORE, for and in consideration of the recitals, agreements, and covenants set forth herein, the Parties hereby agree as follows:

2. Mission Statement

J.M. Hanks Early College High School in Ysleta ISD will engage all students in unique educational opportunities to attend both high school and college in a special campus environment that will challenge them to excel in their academic and personal endeavors, as well as motivate students to be productive problem-solving members of society by having the opportunity to earn a high school diploma, an Associate's Degree, and/or embedded certificates from EPCC upon high school graduation.

3. Term

The term of this Agreement is for five (5) years commencing on May 12, 2020, and concluding on May 11, 2025, unless terminated earlier pursuant to paragraph 19 hereof.

4. Definitions

A. College Courses for Dual Credit are those courses for which students receive both high school and college credit and are taught in a variety of delivery modes:

- (i) At JMHECHS by a YISD teacher credentialed by EPCC;
- (ii) At the EPCC campus taught by an EPCC faculty member;
- (iii) Through a distance learning course taught by an EPCC faculty member.

B. College courses for College Credit are those courses for which students receive college credit only; these courses do not have a high school equivalent and therefore cannot be offered for high school credit; i.e. dual credit. These courses are taught by an EPCC faculty member at the college campus or through a distance learning class.

C. ECHS Sections refer to dual credit courses in a high school that are designated for ECHS students only.

5. Academic Plan

An academic plan developed by EPCC and YISD that will enable each student to earn a high school diploma and an Associate's Degree. College credit will be earned through college courses for dual credit. JMHECHS will administer all applicable statewide assessment instruments under Subchapter B, Chapter 39 of Texas Education Code. Both high school and college credit will be transcribed immediately upon a student's completion of the course.

- A. College Curriculum.** EPCC will have full control over faculty assignments, faculty credentials, and faculty evaluations for all dual credit sections as it pertains to college courses. EPCC will have full control over the college curriculum, college syllabi, and college textbook selection. JMHECHS teachers will comply with any Student Learning Outcomes and Core Curriculum assessments and interventions as required by the college disciplines. EPCC will not provide classes that only meet high school requirements.
- B. Grading Periods and Policies.** JMHECHS students will adhere to the grading periods and policies of EPCC for dual credit and college credit courses, but will adhere to the grading periods and policies of YISD as well as the school calendar for high school credit courses.
- C. Courses of Study.** JMHECHS will primarily provide courses of study that meet the requirements of an Associate's Degree and the Distinguished Level of Achievement diploma, in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Students will also have the opportunity to earn embedded certificates of completion.
- D. Curriculum Alignment.** A curriculum crosswalk similar to the form set forth below will be used for the purpose of granting each student the opportunity to earn a high school diploma and an Associate's Degree within four years. The curriculum alignment will be reviewed on an annual basis by the JMHECHS Advisory Committee (composed of EPCC and YISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") re-designation application.

Ysleta Independent School District – El Paso Community College

J.M. Hanks Early College High School

Crosswalk



Freshman Year	Credit	EPCC Course	Credits
PAP English I / English I	1		
PAP Algebra I / Algebra I	1		
Biology (Double Blocked) DC	1	BIOL 1306 + BIOL 1106 & BIOL 1307 + BIOL 1107	8
AP Human Geography / World Geography	1		
College Transition & Music Appreciation or Art Appreciation	1	EDUC 1300 & MUSI 1306 or ART 1301	6
Endorsement Elective	1		
LOTE Year 1	1		
Total Credits	7	Total Credits	14
Freshman Summer	Credit	EPCC Course	Credits
Total Credits	0	Total Credits	0
Total 9th Grade Credits	7		14
Sophomore Year	Credit	EPCC Course	Credits
PAP English II / English II	1		
PAP Algebra II / Algebra II	1		
PAP Geometry / Geometry	1		
Chemistry	1		
AP European History / World History	1		
Psychology DC & Professional Communications DC	1	PSYC 2301 & SPCH 1321	6
Electives Dual Credit	1	EPCC course related to students's bachelors degree area of interest, taken onsite, online or at EPCC	6
LOTE Year 2	1		
Total Credits	8	Total Credits	12
Sophomore Summer	Credit	EPCC Course	Credits
Total Credits	0	Total Credits	0
Total 10th Grade Credits	8		12
Junior Year	Credit	EPCC Course	Credits
English III DC	1	ENGL 1301 & ENGL 1302	6
Pre-Calculus DC	1	Math 1314 & Math 2412	7
AP Physics 1 / Physics	1		
US History DC	1	HIST 1301 & HIST 1302	6
Endorsement Elective	1		
Physical Education or Fine Arts	1		
Health / Elective or Elective	1		
Elective	1		
Total Credits	8	Total Credits	19
Junior Summer	Credit	EPCC Course	Credits
Total Credits	0	Total Credits	0
Total 11th Grade Credits	8		19
Senior Year	Credit	EPCC Course	Credits
English IV (DC Sem1 only)	1	ENGL 2323	3
5th Year Math	1		
4th Year Science	1		
Government DC	1	GOVT 2305 & GOVT 2306	6
Electives Dual Credit	1	EPCC course related to students's bachelors degree area of interest, taken onsite, online or at EPCC	6
Endorsement Elective	1		
Health / Economics	1		
Elective	1		
Total 12th Grade Credits	8		15
Total HS Credits	31	Total EPCC Credits	60

- E. Instructional Materials.** Textbooks for JMHECHS students will be provided by YISD. All other instructional materials for college credit courses and research activities will be provided jointly by EPCC and YISD. In all cases, YISD will provide those items typically required for purchase by students. For dual credit courses, YISD will be responsible for all instructional items. For college credit courses only, EPCC will provide supplies/consumables typically provided as part of the curriculum.
- F. Instructional Calendar.** JMHECHS students will follow the instructional calendar for both YISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the YISD Instructional Calendar. Students enrolled in dual credit or college credit courses will attend classes on days outlined in the EPCC Instructional Calendar.
- G. Student Enrollment and Attendance Policies.** JMHECHS students are required to meet YISD attendance requirements for all dual credit and high school courses and EPCC attendance requirements for all college credit courses taught by an EPCC credentialed faculty.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

- (i) Admitting qualified students into EPCC;
- (ii) Providing professional development opportunities for JMHECHS instructors credentialed by EPCC;
- (iii) Providing college courses as appropriate and;
- (iv) Awarding college credit to qualified JMHECHS students.

B. YISD. YISD will be responsible for:

- (i) Recruiting students;
- (ii) Hiring and supervising staff;
- (iii) Developing and delivering the high school curriculum; and
- (iv) Operating and maintaining the JMHECHS facilities, except as otherwise provided in Section 7.C. below.

C. JOINT RESPONSIBILITIES. EPCC and YISD will be responsible for:

- (i) Aligning the high school and college courses;
- (ii) Sharing in the scheduling of college courses for the JMHECHS;
- (iii) Advising students throughout their collegiate academic experience; and
- (iv) Providing joint professional development opportunities.

7. Use of Facilities

A. Buildings and Site. YISD will house JMHECHS at 2001 N. Lee Trevino Dr. El Paso, TX 79935. The space will include core learning classrooms including library and learning resources as well as administrative and student support areas. All JMHECHS classes will be located in a dedicated and contiguous space.

B. Safety and Health. In case of a health emergency on the JMHECHS campus, the YISD Emergency Operations Plan will be followed. If the health emergency occurs on the EPCC campus,

the ECHS Emergency Plan will be followed. EPCC police will be the first responder but will not be responsible for providing other than life saving health care for any JMHECHS student.

8. Staffing. All JMHECHS staff shall be exclusive employees of YISD (“YISD staff”). There will be no joint employment relationship between EPCC and YISD of any YISD staff. YISD shall exclusively pay all salaries and provide benefits to all YISD Staff. Except as otherwise provided herein, EPCC shall have no responsibility to control, discipline, hire, terminate, compensate, or provide benefits to any of the YISD Staff.

JMHECHS will staff the school with the following personnel, provided, however, that until the maximum enrollment is reached, YISD shall provide a staff sufficient to deal with the then current enrollment:

A JMHECHS assistant principal, fully dedicated to JMHECHS within two years of the school’s opening
A Counselor, fully dedicated within six months of the school’s opening
The appropriate number of highly qualified teachers based on enrollment and/or curriculum needs
A Nurse, shared with J.M Hanks High School
A Secretary, fully dedicated to JMHECHS within six months of the school’s opening
A Clerk, shared with J.M. Hanks High School
A PEIMS clerk/register, shared with J.M. Hanks High School
A Security Guard, shared with J.M. Hanks High School
A Campus Technologist, shared with J.M. Hanks High School
A Librarian, shared with J.M. Hanks High School

The staffing will comply with EPCC’s Enrollment Optimum but strive for a limit of twenty-five (25) students per class.

The appropriate JMHECHS/EPCC dean will serve on the hiring committees for the JMHECHS administrative positions.

The JMHECHS counselor will be responsible for overseeing every JMHECHS student's degree plan requirements once the plan has been approved by the EPCC counselor.

The EPCC administrative liaison will serve on the hiring committees for the JMHECHS administrative positions.

EPCC discipline faculty will serve on the JMHECHS’s teacher-hiring committees. For those areas in which onsite dual credit classes will be offered, JMHECHS will hire teachers who can meet EPCC credentialing requirements. College courses for dual credit can only be taught by qualified instructors credentialed by EPCC. All applicants must follow and meet YISD hiring procedures and requirements.

In the event EPCC provides the instructor for a college course for dual credit, cost sharing will be done according to the most recent Dual Credit Partnership Agreement, except when students are enrolled in sections at an EPCC campus.

9. Student Services

A. Student Services Provided by YISD. Except as expressly set forth herein, YISD shall provide student services for the students in JMHECHS, including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. By July 1 of each year, YISD will submit all graduated seniors’ final high school transcripts, with the

official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.

- B. Student Services Provided by EPCC.** In addition to on-site resources provided by YISD at JMHECHS, students will be issued an EPCC ID card by the end of the first semester of their freshman year and will have open access to EPCC's online library databases, materials, and resources. JMHECHS students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated JMHECHS librarians with appropriate log-ins to access EPCC Library resources. EPCC Librarians will provide training to designated JMHECHS librarians on available EPCC resources. JMHECHS students will have access to all EPCC student services and privileges, including participation in student government and student clubs. Upon mutual agreement, EPCC will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in college courses for dual credit and college credit courses. An enrollment after EPCC's Census Date and a three-peat fee will be assessed in accordance to the current Dual Credit Partnership Agreement.
- C. Codes of Conduct.** JMHECHS students will adhere to all the requirements of the YISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between the YISD Code of Conduct and the EPCC Code of Conduct, the YISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.
- D. Major Sports and University Interscholastic League (UIL) Activities.** As a school within a school Early College High School (ECHS), JMHECHS students will be allowed to participate in major sports and UIL sponsored activities at J.M. Hanks High School.
- E. Transportation.** Transportation will be at the sole discretion of YISD and not the responsibility of EPCC. YISD will ensure bus routes for students attending courses at all EPCC site facilities during the fall and spring terms. YISD will provide round-trip transportation for students from JMHECHS to EPCC campuses for official school activities, such as daily classes in approved schedule.

10. Professional Development of Staff

YISD shall be responsible for professional development of all full-time and part-time staff assigned to JMHECHS, including staff development aimed at working with technology and at-risk students. JMHECHS faculty at YISD's cost will participate in the professional development activities of EPCC, and the agency designated by the Texas Education Agency (TEA) to provide ECHS leadership coaching and technical assistance.

11. Enrollment in College Courses

- A. Placement Exams.** As a prerequisite to enrollment in college courses, each student shall apply for and be admitted to EPCC and shall successfully complete appropriate placement exams, where required. EPCC shall provide materials, support and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations should contact the Center for Students with Disabilities (CSD) at EPCC to arrange a meeting with the CSD Counselor. The placement exam will be administered at the high school with EPCC CSD-approved accommodations.

- B. Prerequisites.** JMHECHS students must meet the prerequisite for any college course for which they register; no waivers for such prerequisites will be granted. A course designated as dual credit may not be open to students who have not yet met the prerequisite for such course; students who have not met the prerequisite may not be in attendance in the same classroom. JMHECHS students will be enrolled in ECHS sections for core dual credit classes.
- C. Degree Plans.** JMHECHS students will only take dual credit or college credit courses toward their EPCC degree plan or the degree plan of the transferring institution they have selected, whether such classes are taught at JMHECHS or at the EPCC campus. JMHECHS students will be advised on the transferability of all college credit offered and earned.
- D. State Assessment Testing.** JMHECHS students will be responsible for informing EPCC instructors of dates for all state assessment testing dates and for ensuring that missed work is completed.
- E. High School Graduation.** Upon high school graduation, JMHECHS students who have not yet graduated with an Associate degree may continue to pursue their degree plan at EPCC, but will assume all financial responsibility.
- F. College Graduation.** After JMHECHS students graduate with their Associate's Degree, they may continue to take college courses at EPCC, but will assume all financial responsibility.
- G. EPCC Dual Credit Policy and Procedures.** In all cases, dual credit courses will adhere to EPCC's College Procedure 6.00.01.30, "High School Dual Credit Program Requirements."
- H. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, YISD and EPCC agree to take any steps necessary to comply with the provisions of these laws. Coordination of services under the Agreement, enrollment of students and any necessary accommodations will be managed by the EPCC Center for Students with Disabilities (CSD). Appropriate accommodations will be determined by an EPCC CSD Counselor based upon individual needs and requirements of the required program of study. Accommodations will be provided by YISD. Accommodations for special education students enrolled in dual credit and college courses must adhere to EPCC's accommodations policy.

12. Fees, Tuition, and Instructional Materials for College Courses

EPCC shall waive tuition and fees for college credit courses for each JMHECHS student enrolled in such courses, provided, however, that such courses are related to that student's official degree plan. The exception is for any Open Educational Resources (OER) fees if the student is enrolled in a section using OER materials rather than a traditional textbook (see also Section 5E, above). In these cases, YISD is responsible for the OER fee. YISD will fund placement testing fees. Other fees may apply, as outlined in the most recent Dual Credit Partnership Agreement.

13. Recruitment and Selection of Students

To secure the broadest applicant pool possible, JMHECHS will recruit eighth grade students no later than the end of the spring semester of each year. YISD will recruit from its middle school feeder pattern. A

recruitment team comprised of the JMHECHS assistant principal and on-site JMHECHS staff will lead this effort. The recruiting process will include the following activities:

- A. Maintenance of a JMHECHS website that provides recruitment and admission information with a link to the EPCC homepage; EPCC Library homepage, and the EPCC Dual Credit/ECHS Program homepage;
- B. Distribution of recruitment/admission packets to middle school students in the school district;
- C. Meetings with middle school counselors to introduce and explain the concept of the ECHS;
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of JMHECHS students;
- E. Community informational meetings for students/parents interested in JMHECHS; and
- F. Presentation of recruitment and admission information in both English and Spanish.

Recruitment materials will be reviewed by the steering committee in the planning year to ensure it meets TEA Blueprint and EPCC co-branding guidelines. EPCC Dual Credit Counseling and Administration will participate in parent and information sessions upon request.

Admission to JMHECHS will be open to a maximum of 125 students each year. This will be known as a cohort. Criteria for admission to the JMHECHS will allow eighth grade students to apply for the new cohort each year and enter JMHECHS as ninth graders. The majority of the students accepted to the JMHECHS will be those who are identified as “at risk” according to TEA guidelines including, low-income students, and English language learners.

In special circumstances, additional ninth graders, who meet the criteria for JMHECHS, will be allowed to apply for any available openings in the cohort, as long as they do not exceed the maximum of 125 students. These students will be integrated into the existing cohort.

14. Marketing and Co-branding

JMHECHS is a strong and beneficial partnership between YISD and EPCC and will be co-branded accordingly. EPCC and JMHECHS logos will appear jointly and prominently on all media/marketing materials, school marquees, verbal and non-verbal messaging, and anywhere else the program is visible. The logos must be of the same size and in high-profile locations. YISD and JMHECHS will state, “JMHECHS is a partnership between EPCC and YISD,” when speaking, presenting, or discussing the initiative as well as in all written materials, including, but not limited to: news releases, website content, promotional materials, social media, or other content. Signage, banners, and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Except for written materials on jointly pre-approved JMHECHS letterhead or masthead or digital material posted in a jointly pre-approved format, these materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of DC/ECHS. Each party reserves the right to approve major signage, banners and other displays that will be displayed outside the EPCC campus to the general public. EPCC supplied logos, banners, or flags will be displayed in each classroom used to teach JMHECHS students. YISD is responsible for ensuring that departments producing materials as well as appropriate administrators, faculty and staff are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

15. Collecting and Sharing Data

YISD and EPCC agree to collect data associated with JMHECHS required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. YISD

and EPCC Research departments, will be the primary point of contact for all data collection for their respective institutions. In addition, YISD and EPCC agree to share any data required for the successful completion of the JMHECHS students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be consulted with when requesting and sharing data or conducting research. When selected, JMHECHS will participate in student success, facility satisfaction surveys, and other local or national surveys administered to EPCC students. YISD and EPCC will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, PSAT; TSI readiness by grade level; qualifications of ECHS staff; and location(s) where courses are taught. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: EPCC data; YISD data; high school grade point average, high school percentile, high school ranking; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement.

FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates YISD as a college official with a legitimate educational interest in the educational records of the students who participate in the Early College High School Program to the extent that access to the records are required by YISD to carry out the Program; and YISD hereby designates EPCC as a school official with a legitimate educational interest in the educational records of the Students who participate in the Early College High School Program to the extent that access to the records are required by EPCC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

16. Advisory Committee

An Advisory Committee comprised of representatives from EPCC and YISD will meet at least quarterly to facilitate communication, to evaluate instructional and programmatic activities, to identify issues and challenges and make recommendations, and to enhance collaboration. The Advisory Committee shall periodically make reports to their respective boards or appropriate administrators. Specifically, the Advisory Committee will meet in order to:

- A. Develop and implement academic and professional policy;
- B. Develop and implement budgets and financial policy;
- C. Supervise annual evaluation of the program and effectiveness of the collaboration;
- D. Ensure adherence to state and federal regulations;
- E. Review, annually, the interlocal and/or articulation agreements and to suggest revisions as necessary.

Members of the Advisory Committee may include: EPCC Dual Credit and Early College High Schools (DC/ECHS) Associate Director (Student Services), EPCC Executive Director of Admissions & Registrar, EPCC Administrative Liaison, EPCC Dean of DC/ECHS, EPCC ECHS Counseling Coordinator, EPCC Counselor, JMHECHS Principal, JMHECHS Assistant Principal, JMHECHS Counselor, YISD Director of Advanced Academics, EPCC Faculty Liaison, and others as invited to participate.

17. Early College High School Leadership Council

Representatives from the Advisory Committee in addition to EPCC and YISD senior administrators will be members of the Early College High School Leadership Council (ECHSLC). The purpose of the Early College High School Leadership Council is to provide a forum for the discussion of topics and issues of common interest and concern across all El Paso area Early College High Schools. Additionally, when

appropriate, the Council will facilitate the coordination of activities and events (such as joint professional development) across the schools. Other members of the Council may include the District Office Liaisons, UTEP Representative, EPCC President, EPCC Vice President of Instruction and Workforce Education, and EPCC Vice President of Student and Enrollment Services. It is firmly believed that this new management and organizational tool enhances the operation of the high schools and ensures consistency in operation, while still allowing for the individuality of each Early College High School. This group will meet biannually.

18. Liability of EPCC and YISD

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. YISD and EPCC shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents, and employees who are performing duties under this Agreement, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. YISD shall bear sole responsibility and liability for any claims by its students arising from acts, omissions, and negligence attributed to YISD. YISD and EPCC expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

19. Renewal or Termination

Upon completion of the initial term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless EPCC or YISD shall give notice of nonrenewal at least ninety (90) days prior to the end of the initial term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either EPCC or YISD shall have the right to terminate this Agreement with or without cause at any time during the initial term upon written notice to the other party. In the event of termination during the initial term of this Agreement, the effective date of termination shall be as of June 30, following the notice. It is the intent of the Parties that no termination shall be made during the middle of the school year which will disrupt the academic progress for the students of JMHECHS, unless the Parties mutually agree. In the event of termination, JMHECHS will continue operation through the 11th grade cohort's scheduled graduation from JMHECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement. While in the process of discontinuing operation, JMHECHS may not enroll any additional students in grades that have been phased out but will continue to meet all the required design elements and provide full support for all students enrolled in the school.

20. Miscellaneous

- A. **Integrated Agreement.** This Agreement constitutes the entire agreement of the Parties respecting the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.
- B. **Notices.** Any notice authorized or required to be given under this Agreement shall be delivered or sent to the parties at the following addresses:

El Paso Community College
P.O. Box 20500
El Paso, TX 79998
Attn: President

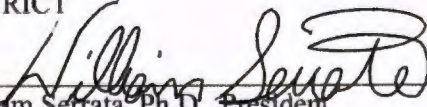
Ysleta Independent School District
9600 Sims Dr.
El Paso, TX 79925
Attn: Superintendent of Schools

All notices required to be given hereunder shall be in writing, and shall be served in person upon the party to be notified or upon its agent, or shall be mailed by certified or registered mail or deposited with a nationally recognized overnight carrier, postage prepaid, to the address shown on above. Any notice mailed in the manner set forth in this Section shall be deemed received by the party to whom it is addressed when deposited in such manner with the United States Postal Service or said overnight carrier.

- C. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. **Governing Law.** This Agreement is to be performed in El Paso County, Texas, and is governed by the Constitution and the laws of the State of Texas. The venue of any suit arising from this Agreement shall be in El Paso County, Texas. The parties hereby irrevocably submit generally and unconditionally for themselves and in respect of their property to the jurisdiction of any state court, or any United States federal court, sitting in the City El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement.
- E. **Assignment Prohibited.** This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the Parties.
- F. **Alternate Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.
- G. **Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.
- H. **Payments.** Any party paying for the performance of governmental functions or services rendered by the other party must make these payments from current revenues available to the paying party.

Signed and approved effective as of the date shown above.


EPCC:
EL PASO COUNTY COMMUNITY COLLEGE
DISTRICT

By: 
William Serrata, Ph.D., President

Approved as to form:


General Counsel, EPCC

YISD:
YSLETA INDEPENDENT SCHOOL DISTRICT

By: 
Dr. Xavier De La Torre, Superintendent of Schools

Approved as to form:


Susan Austin, Chief Counsel, YISD