



**Restated and Amended
Interlocal Agreement
between El Paso County Community College District
and Socorro Independent School District
for the Operation of Mission Early College High School**



This Restated and Amended Interlocal Agreement (the "Agreement") is made and entered into between El Paso County Community College District (EPCC) and Socorro Independent School District (SISD) (collectively, the "Parties") for the purpose of continuing to operate and maintain Mission Early College High School ("MECHS"), effective as of this 15th day of Nov. 2022.

1. Recitals

WHEREAS, EPCC and SISD desire to continue an early college high school so that students will have the opportunity to earn a high school diploma and an associate degree upon graduation from the early college high school; and

WHEREAS, EPCC and SISD intend to enroll students in grades 9 – 12 in MECHS and to provide the financial support necessary; and

WHEREAS, MECHS is located on the Mission Del Paso Campus of EPCC, 10700 Gateway Blvd. East, El Paso, Texas, 79927 in the SISD with no more than five hundred and forty (540) students; and

WHEREAS, the goals 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 SISD students a seamless transition between high school and college; and

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

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

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

2. Mission Statement

MECHS will provide a select population of students, in accordance with the Texas Education Agency's designation application guidelines, a unique educational opportunity 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 and an associate degree from EPCC upon high school graduation.

3. Term

The term of this Agreement is for five (5) years commencing on November 15, 2022, and concluding on November 14, 2027, unless terminated earlier pursuant to paragraph 18 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 MECHS by a SISD teacher credentialed by EPCC;
 - (ii) At the College 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. Early College High School (ECHS) Sections** refer to College courses for dual credit in a high school that are designated for Early College High School students only who have satisfactorily met the prerequisite Texas Success Initiative Assessment (TSIA2) scores for that course, if appropriate.

5. Academic Plan

An academic plan developed by EPCC and SISD will enable each student to earn a high school diploma and an associate degree. High School and College credit will be earned through College courses for dual credit. MECHS will administer all applicable statewide assessment instruments under Subchapter B, Chapter 39 of the 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. MECHS 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.** MECHS 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 SISD, as well as the district calendar, for high school credit courses.
- C. Courses of Study.** MECHS will primarily provide courses of study that meet the requirements of an associate 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 an embedded certificate of completion.
- D. Curriculum Alignment.** A curriculum crosswalk, similar to the form set forth below in Appendix A, will be used for the purpose of granting each student the opportunity to earn a high school diploma and an associate within four years. The curriculum alignment will be reviewed on an annual basis by the MECHS Advisory Committee (composed of EPCC and SISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") designation renewal application.
- E. Instructional Materials.** Textbooks for MECHS students will be provided by the SISD. All other instructional materials for College credit courses and research activities will be provided

jointly by EPCC and SISD at no charge to the students. In all cases, SISD will provide those items typically required for purchase by students. College courses for dual credit taught on the high school campus will require dual credit faculty with EPCC approved credentials to teach the College courses and to handle the appropriate lab equipment at the high school campus. For College Courses for dual credit, SISD 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. MECHS students will follow the instructional calendar for both EPCC and SISD as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the SISD Instructional Calendar. Students enrolled in College courses for dual credit or College credit courses will attend classes on days outlined in the EPCC Instructional Calendar.

G. Student Enrollment and Attendance Policies. MECHS students are required to meet SISD attendance requirements for all dual credit and high school courses and the EPCC attendance requirements for all College credit courses taught by an EPCC credentialed instructor.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

- (i) Admitting qualified students into EPCC;
- (ii) Providing the appropriate classrooms, facilities, tools and equipment for college credit courses at the EPCC campus appropriate for each identified Program of Study;
- (iii) Hiring and supervising EPCC faculty and staff;
- (iv) Providing professional development opportunities for MECHS instructors credentialed by EPCC;
- (v) Providing College courses as appropriate and;
- (vi) Transcribing College credit immediately upon a student's completion of the course.

B. SISD. SISD will be responsible for:

- (i) Recruiting students;
- (ii) Providing and maintaining the appropriate classrooms, facilities, tools, and equipment;
- (iii) Hiring and supervising MECHS faculty and staff;
- (iv) Developing and delivering the high school curriculum; and
- (v) Operating and maintaining the ECHS Program.

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

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

7. Use of Facilities

A. Buildings and Site. SISD will continue housing MECHS in Building T (former Truck Driving Program building) and adjacent space located at 10700 Gateway Boulevard East, El Paso, TX 79927. The space will include classrooms, labs, a multi-purpose building, adjacent parking lots, as well as administrative areas. Additional space may be required to meet academic

needs. Buildings and installation will be at SISD's expense. SISD shall make improvements, additions, and construction on the portable buildings as may be reasonably necessary for the use of the MECHS program. The portable buildings shall remain the property of SISD during the term of the MECHS program. The Parties agree that the portable buildings moved to the site by SISD had only nominal value at the conclusion of the initial Agreement. There will be no need for EPCC to reimburse SISD for any amounts for the value of the buildings in the event of termination of this agreement. This provision shall not apply to the building subject to the Ground Lease described in paragraph 7F hereof. The provisions of the Ground Lease shall control as to payment for the building located on the premises subject to the Ground Lease.

B. Use of Facilities. SISD shall use the facilities and parking lot solely for MECHS, and for no other purpose, without the prior written consent of EPCC. Subject to availability, MECHS will have use of EPCC facilities for events such as proms, dances, graduation dinners, and recruitment activities. EPCC will have use of the facilities during times when they are not in use by the high school.

C. Maintenance. EPCC shall provide grounds maintenance at its cost. SISD shall provide maintenance of all of the buildings including the EPCC Building T at its cost. SISD will also provide custodial staff to clean and maintain the buildings. SISD shall not be required to make any major repairs or improvements to Building T, such as replacement of major components to the air conditioning or heating system, major electrical repairs, structural repairs, or roof repairs. SISD shall be responsible only for day-to-day maintenance.

D. Utilities. EPCC shall provide and pay for all utilities used by MECHS including electricity, water, sewer, and gas. SISD shall provide and pay for all communications facilities including telephone, email, and computer networks.

E. Insurance. SISD shall insure the MECHS buildings under its property insurance policies against all casualty loss. EPCC shall maintain its property insurance on Building T against all casualty loss. In the event of casualty loss of all or any part of the buildings, the owner of the building shall be responsible for rebuilding or repair caused by the casualty loss.

F. Ground Lease. On or about February 16, 2009, EPCC and SISD executed a Ground Lease for facilities that are the subject of this agreement. Pursuant to the Ground Lease, SISD constructed a multi-purpose/kitchen building as a permanent improvement on the campus. The terms of the Ground Lease are incorporated by reference into this Agreement. In the event of a conflict between this Agreement and the Ground Lease, the terms of the Ground Lease shall prevail. A true and correct copy of the Ground Lease is attached hereto as Exhibit A.

G. Safety and Health.

- (i) In case of a health emergency at MECHS, the SISD Emergency Operations Plan will be followed. If the health emergency occurs on the EPCC campus, the Early College High School 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 Early College High School student. It is SISD's responsibility to ensure that MECHS nursing staff hold the necessary credentials.

8. Staffing. All MECHS staff shall be exclusive employees of SISD ("SISD staff"). There will be no joint employment relationship between EPCC and SISD of any SISD staff. SISD shall exclusively pay all salaries and provide benefits to all SISD Staff. Except as otherwise provided herein, EPCC shall have no

responsibility to control, discipline, hire, terminate, compensate, or provide benefits to any of the SISD Staff.

Credentials of prospective ECHS teachers who will teach College courses for dual credit will be pre-screened by the appropriate EPCC administrator. EPCC discipline faculty will be invited to serve on ECHS teacher hiring committees. For those areas in which dual credit classes will be offered, SISD will hire teachers who can meet EPCC credentialing requirements.

MECHS will have the following personnel:

Principal

Assistant Principal

Counselor

The appropriate number of teachers credentialed by EPCC in transferrable subject areas to meet campus needs

Nurse

Secretary

Clerk

PEIMS clerk/register

Maximum enrollment for MECHS is 540 students. The staffing will comply with EPCC's Enrollment Optimum but strive for a limit of twenty-five (25) students per class.

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

The appropriate MECHS/EPCC Dean will serve on the hiring committees for MECHS administrative positions.

EPCC discipline faculty will serve on the MECHS teacher-hiring committees. For those areas in which onsite dual credit classes will be offered, MECHS 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 SISD 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 MECHS students are enrolled in sections at an EPCC campus.

9. Professional Development of Staff

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

10. Student Services

- A. Student Services Provided by SISD.** Except as expressly set forth herein, SISD shall provide student services for the students in MECHS, including health services, counseling services, tutorial services, transportation, food service, all high school books and teaching materials, and all college textbooks (see Section 5.D.). By July 1 of each year, SISD 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 SISD at MECHS, MECHS students will be issued an EPCC ID 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. MECHS students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide the designated MECHS Librarian with appropriate log-ins access to EPCC Library resources. EPCC Librarians will provide training to designated MECHS Librarian(s) on available EPCC resources. MECHS 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.** MECHS students will adhere to all the requirements of the SISD 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 SISD Code of Conduct and the EPCC Code of Conduct, the SISD Student Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used.
- D. Transportation.** Transportation is at the sole discretion of SISD and not the responsibility of EPCC. SISD will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms that occur during regular high school hours. SISD will provide round-trip transportation for students from MECHS to EPCC campuses for official school activities, such as daily classes in an approved schedule.

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 will contact the EPCC Center for Students with Disabilities (CSD) to arrange a meeting with a CSD Counselor. The placement exam will be administered at the high school that complies with EPCC's CSD-approved accommodations.
- B. Prerequisites.** MECHS 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. MECHS students will be enrolled in ECHS sections for core dual credit classes.
- C. Business Holds.** MECHS students will be enrolled in EPCC courses upon the timely receipt of all the pre-registration/advising documentation by the EPCC Admissions and Registration DC/ECHS Specialist. If a MECHS student has a hold preventing registration such as, but not limited to, "business hold or required documentation," the student will not be enrolled in the class and a notation will be made to the roster and returned back to the designated individual at MECHS. MECHS administration (Principal, Assistant Principal, or Counselor) will be notified

and will be responsible for assisting the student in clearing the hold. Once the hold has been removed, the MECHS designee must add the student once more to the enrollment roster requesting enrollment once again.

- D. Degree Plans.** MECHS students will only take College courses for 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 MECHS or at the EPCC campus. MECHS students will be advised on the transferability of all College credit offered and earned.
- E. State Assessment Testing.** The MECHS Assistant Principal will be responsible for informing the designated EPCC Dean of mandatory assessment testing dates. MECHS students will be responsible for informing EPCC instructors of dates for all mandatory assessment testing and ensuring that missed work is completed.
- F. High School Graduation.** Upon high school graduation, MECHS students who have not yet graduated with an associate degree may continue to pursue their degree plan at EPCC, but they will assume all financial responsibility.
- G. College Graduation.** After MECHS students graduate with their associate degree, they may continue to take College courses at EPCC, but they will assume all financial responsibility.
- H. EPCC Dual Credit Policy and Procedures.** In all cases, College courses for dual credit courses will adhere to EPCC's College Procedure GH-2 "High School Dual Credit Program Requirements."
- I. 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, EPCC and SISD 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 SISD. 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 MECHS students 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 Resource (OER) or First Day Adoption (FDAY) fees if the student is enrolled in a section using OER or FDAY materials rather than a traditional textbook (see also Section 5E, above). In these cases, SISD is responsible for these fees. SISD 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, MECHS will recruit 8th grade students no later than the end of the spring semester of each year. MECHS will recruit from middle schools throughout the district. A recruitment team comprised of the MECHS Principal, Assistant Principal, Counselor, and on-site MECHS staff will lead these efforts. The recruiting process will include the following activities:

- A. Maintenance of a MECHS web site that provides recruitment and admission information with links 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 MECHS as described by TEA and the Early College High School blueprint.
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of MECHS students;
- E. MECHS informational meetings for interested students/parents;
- F. Presentation of recruitment and admission information both English and Spanish;
- G. Any other activities required by the TEA Blueprint.

Recruitment materials will be reviewed by the Advisory Committee 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 MECHS will be open to a maximum of 135 students each year. This will be known as a cohort. Criteria for admission to MECHS will allow 8th grade students to apply each year for the new cohort and enter MECHS as 9th graders. The majority of the students accepted to MECHS will be those who are identified as "at risk" according to TEA guidelines, including low-income students and Emergent Bilingual.

14. Collecting and Sharing Data

EPCC and SISD agree to collect data associated with MECHS required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. EPCC and SISD Research departments will be the primary point of contact for all data collection for their respective institutions. In addition, EPCC and SISD agree to share any data required for the successful completion of MECHS students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be consulted when requesting and sharing data or conducting research. When selected, MECHS will participate in student success, faculty satisfaction surveys, and other local or national surveys administered to EPCC students. EPCC and SISD will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, PSAT; TSIA2 readiness by grade level; qualifications of MECHS 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; SISD data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement, success, and well-being.

FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates SISD 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 the SISD to carry out the Program; and the SISD 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.

15. Advisory Committee

An Advisory Committee comprised of representatives from EPCC and SISD will meet at least quarterly to facilitate communication, evaluate instructional and programmatic activities, identify issues and challenges, make recommendations, and enhance collaboration. The Advisory Committee shall

periodically make reports and presentations to their respective boards and appropriate administrators. Specifically, the advisory 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 will include: EPCC Dual Credit and Early College High Schools (DC/ECHS) Program Associate Director (Student Services), EPCC Executive Director of Admissions and Registrar, EPCC Administrative Liaison, EPCC Dean of DC/ECHS, EPCC ECHS Counseling Coordinator, EPCC Counselor, Early College High School Principal, Early College High School Assistant Principal, and the Early College High School Counselor, SISD Central Office personnel, and others, as invited to participate.

16. Early College High School Leadership Council

Representatives from the Advisory Committee in addition to EPCC and SISD senior administrators will be members of the Early College High School Leadership Council ("ECHSLC"). The purpose of the ECHSLC 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 MECHS and ensures consistency in operation. This group meets biannually.

17. Marketing and Co-branding

MECHS is a strong and beneficial partnership between EPCC and SISD and will be cobranded accordingly. EPCC and MECHS 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. SISD and MECHS will state "MECHS is a partnership between EPCC and SISD," 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 Early College High School letterhead, 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 MECHS students. SISD is responsible for ensuring that departments producing, 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.

18. Renewal or Termination

Upon completion of the term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless EPCC or SISD shall give notice of nonrenewal at least ninety (90) days prior to the end of the term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either EPCC or SISD shall have the right to terminate this Agreement with or without cause at any time during the term upon written notice to the other party. In the event of termination during the 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 MECHS, unless the Parties mutually agree. In the event of termination, MECHS will continue operation through the 11th grade cohort's scheduled graduation from MECHS. 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, MECHS 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.

19. Liability of EPCC and SISD

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. EPCC and SISD 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. SISD shall bear sole responsibility and liability for any claims by its students arising from acts, omissions, and negligence attributed to SISD. EPCC and SISD expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

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

Socorro Independent School District
12440 Rojas Drive
El Paso, TX 79928
Attn: Superintendent

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 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.

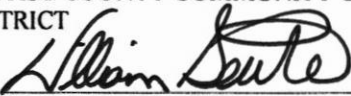
- C. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. **Governing Law.** This Agreement is to be performed in El Paso County, Texas, and is governed by the Constitution and the laws of the 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

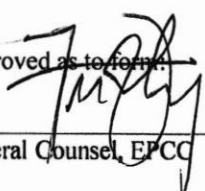
court, or any United States federal court, sitting in the City El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement.

- 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

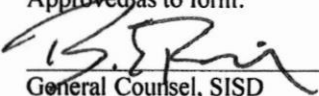
By: 
William Serrata, Ph.D., President

Approved as to form:


General Counsel, EPCC

SISD:
SOCORRO INDEPENDENT SCHOOL DISTRICT

By: 
Nate Carman, Ed.D., Superintendent

Approved as to form:


General Counsel, SISD



Appendix A
MISSION HS



9th Grade Year			
High School FALL/High School SPRING	HS Credit	EPCC Course	DC Hours
PAP English I	1		
PAP Algebra I or PAP Algebra II	1		
DC Biology Lecture	1	BIOL 1306/1307	6
DC Biology Lab	1	BIOL 1106/1107	2
AP Human Geography	1		
DC AVID/AVID	1	EDUC 1300	3
Dollars & Sense/Money Matters	1		
BIM	1		
Total Credits	8	EPCC Credit Hours	11

Summer before 10th Grade Year			
High School SUMMER	HS Credit	EPCC Course	Credit Hrs
DC Elective Credit (Optional)	0.5	EPCC Creative Arts	3
Total Credits	0.5	EPCC Credit Hours	3

10th Grade Year			
High School FALL/High School SPRING	HS Credit	EPCC Course	Credit Hrs
PAP English II	1		
PAP Algebra II or PAP Geometry	1		
AP Chemistry	1		
AP World History	1		
Government I	1	GOVT 2305/2306	6
Speech/Health	1	SPCH 1321	3
P.E.	1		
Foreign Language (if needed) or Elective	1		
Total Credits	8	EPCC Credit Hours	9

Summer before 11th Grade Year			
High School SUMMER	HS Credit	EPCC Course	Credit Hrs
DC Elective Credit (Optional)	0.5	EPCC Language, Philosophy, Culture	3
DC Elective Credit (Optional)	0.5	EPCC Social & Behavioral Sciences	3
Total Credits	1	EPCC Credit Hours	6

11th Grade Year			
High School FALL/High School SPRING	HS Credit	EPCC Course	Credit Hrs
DC English III	1	ENGL 1301/1302	6
PAP Geometry or DC PreCalculus	1	MATH 1314/2412 or MATH 2413/2314	7
AP Physics I	1		
DC US History	1	HIST 1301/1302	6
Music (if needed) or Elective	1		
Foreign Language (if needed) or Elective	1		
DC Elective Credit	1	EPCC Field of Study	3
DC Elective Credit	1	EPCC Field of Study	3
Total Credits	8	EPCC Credit Hours	25

Summer before 12th Grade Year			
High School SUMMER	HS Credit	EPCC Course	Credit Hrs
DC Elective Credit (Optional)	0.5	EPCC Field of Study	3
DC Elective Credit (Optional)	0.5	EPCC Field of Study	3
Total Credits	1	EPCC Credit Hours	6

12th Grade Year			
High School FALL/High School SPRING	HS Credit	EPCC Course	Credit Hrs
AP English IV	1		
DC PreCalculus or DC Business Math	1	MATH 1314/2412 or MATH 2413/2314	
AP Environmental Science or DC A&P	1		
AP Economics	1		
DC Elective Credit	1	EPCC Field of Study	3
DC Elective Credit	1	EPCC Field of Study	3
Elective	1		
Elective	1		
Total Credits	8	EPCC Credit Hours	6

Total High School Credits	34.5	Total EPCC Credit Hours	66
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GROUND LEASE

This Ground Lease is made and entered into by and between EL PASO COUNTY COMMUNITY COLLEGE DISTRICT (Lessor) and SOCORRO INDEPENDENT SCHOOL DISTRICT (Lessee) effective as of the 16th day of February, 2009.

1. Purpose of Lease. Lessor and Lessee have previously entered into an Interlocal Agreement for the operation of the Mission Early College High School (MECHS) dated February 20, 2007 a copy of which is attached hereto as Exhibit A. The MECHS program is a high school program for students in grades 9 - 12 that will provide its students the opportunity to earn a high school diploma and a two year Associates Degree upon graduation from high school, or at least college hours upon graduation from high school. The MECHS Campus is located on Lessor's Mission Del Paso Campus and operates from portable buildings owned by Lessee and placed at the MECHS Campus. Prior to this Lease, there are no permanent improvements located at the MECHS Campus owned by Lessor. Lessee now desires to construct a permanent building to serve as a multi-purpose/kitchen building with a construction budget of approximately \$740,000.00. The parties desire to provide for a lease between Lessor and Lessee in order that Lessee may construct permanent improvements upon Lessor's property located at the MECHS Campus.

2. Lease of Premises. Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, a portion of Tract 1 CD Stewart Survey No. 324 to El Paso County, Texas, consisting of approximately .29 acres of land and being more fully described by metes and bounds on Exhibit B attached hereto and incorporated herein (the "Premises"), and the unrestricted right to access to the Premises through existing roads and streets within the Lessor's campus, as those currently exist or may hereafter be modified or revised.

3. Term.

A. Initial Term. The Initial Term of this Lease shall be for twenty-five (25) years, commencing on February 16, 2009 and concluding on February 15, 2034, unless terminated sooner in accordance with the provisions of paragraph 14 hereof.

B. Renewal Terms. Lessee, at its option, shall have the right to extend the term of this Lease for three (3) additional five (5) year terms (Renewal Terms) by serving written notice thereof upon Lessor at least thirty (30) days months prior to the expiration of the Initial Term or any Renewal Term, provided that at the time of such notice, Lessee shall not be in default under the terms of this Lease. Each Renewal Term shall be on the same terms, covenants and conditions contained in the Lease. Any termination of the Lease at any time shall terminate all rights of renewal or extension hereunder.

4. Construction of Building. Lessee shall have the right to construct a multi-purpose/kitchen building as a permanent improvement upon the Premises pursuant to the terms and conditions set forth in this paragraph.

4.1 Approval of Plans and Specifications. Prior to commencement of construction of the permanent improvements on the Premises, Lessee shall submit to Lessor its substantially final plans and specifications for approval. Within thirty (30) days after receipt of the plans and specifications, Lessor shall either approve the plans and specifications or shall provide comments and suggestions to the plans and specifications. Lessee may use its discretion in accepting or agreeing to the plans and specifications submitted by Lessor. If Lessor shall fail to respond within thirty (30) days after receipt of the plans and specifications, Lessor shall be deemed to have approved the plans and specifications.

4.2 City Building Code. All improvements shall be in conformance with the Building Code of the City of El Paso (and with the School Facility Standards established by the Texas Education Agency for K-12 schools).

4.3 Permits. Prior to commencement of construction, Lessee shall obtain necessary permits from any applicable governmental authorities and shall provide a copy of the permit to Lessor.

4.4 Construction of Building. The building shall be constructed in accordance with all applicable laws, ordinances, rules and regulations and all construction shall be performed in a good and workmanlike manner. Lessee shall have the right to contract with a contractor or contractors for the construction of all work. Lessee shall conform with all construction requirements and legal requirements applicable to school districts.

4.5 Payment of Construction Costs. Lessee shall timely pay for all construction costs and shall assure that no mechanic's or materialmen's liens or claims are assessed or filed against the Premises.

4.6 Inspection by Lessor. Lessor shall have the right from time to time and at any time to inspect the improvements during construction to assure that the construction is in compliance with all terms and conditions of this Lease, and applicable building codes and standards.

4.7 Utility Hook-ups. Lessor has previously provided utilities to the MECHS campus. Lessee shall have the right to tie into existing utility lines. Lessee shall be responsible for all utility hook-ups and any fees associated with hooking up utilities for the building.

4.8 Time for Construction. Once commenced, Lessee shall pursue completion of the building with due diligence and without delay or interruption, unless resulting from causes beyond the reasonable control of Lessee or its contractor.

5. Rent. Lessee shall pay to Lessor an annual rent of \$10.00 per year during the term of this Lease. All rent shall be paid by Lessee to Lessor in United States currency and shall be paid on or before the date of this Lease and on the same day of each and every year thereafter.

6. Use of Premises. The Premises shall be occupied and used by Lessee solely as part of MECHS campus and for no other purpose without prior written consent of Lessor.

7. Taxes. Lessor and Lessee are both political subdivisions of the State of Texas, and therefore the Premises are exempt from taxes.

8. Utilities and Services. Lessor shall provide utilities to the Premises and shall pay for electricity, water, sewer and gas service. Lessee shall pay for all telephone, internet, computer network, garbage disposal, security and pest control.

9. Insurance.

9.1 Property Insurance. Lessee shall procure and maintain a policy or policies of insurance covering the improvements against loss or damage by fire, against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism, and malicious mischief in the full insurable value of the improvements. In addition, Lessee shall maintain, during the term of this Lease, policies of fire and extended coverage on all furniture, fixtures, equipment, contents, and other personal

property situated in or installed by Lessee on the Premises.

9.2 Insurance Policy Requirements. All policies of insurance required to be kept and maintained in full force and effect by Lessee shall be written by insurance companies authorized to conduct business in the State of Texas. A Certificate of Insurance shall be delivered to Lessor on or before the commencement date of this Lease. The Certificate shall contain a statement of the coverage provided by the policy, a statement of the period during which the policy is in effect, and an agreement by the insurance company issuing such policy that the policy shall not be cancelled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

9.3 Mutual Waiver of Subrogation Rights. Lessor and Lessee and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Improvements or in connection with the property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

10. Maintenance, Repair and Renovation of Premises. Lessee, at Lessee's sole cost, shall maintain, repair and renovate the buildings and improvements on the Premises as necessary for Lessee's operation of the MECHS Campus. Lessor shall have no obligation for maintenance, renovation or repair of any buildings and improvements on the Premises unless the necessity for maintenance or repair is caused by the negligence, acts or omissions of Lessor, its representatives, employees, or agents.

11. Damage and Destruction. If the improvements and building on the Premises are hereafter damaged, destroyed or rendered partially unusable for their accustomed use by fire or other casualty, to the extent of less than fifty percent (50%) of the total improvements, Lessee shall have the right, but not the obligation, to repair and renovate the building and improvements. Alternatively, Lessee shall have the right to immediately terminate this Lease and be relieved from further liability thereunder. If the building and improvements on the Premises are damaged, destroyed or rendered unusable for their accustomed use by fire or other casualty to the extent of more than fifty percent (50%), either Lessor or Lessee shall have the right to immediately terminate this Lease. In the event either party intends to terminate pursuant to the provisions of this paragraph, such termination shall be in writing and shall be effective at a date thirty (30) days after the date of the notice.

12. Condition of Premises. Lessor shall deliver the Premises to Lessee and Lessee hereby accepts the Premises: **"AS IS, WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED."**

13. Default; Remedies.

13.1 Events of Default; Notice. In the event either party shall default or be in breach under the terms or conditions of this Lease, the nondefaulting party shall give notice of such default and afford thirty (30) days for the cure of such default.

13.2 Remedies. In the event of an uncured default, the sole and exclusive remedies of the nondefaulting party are the following: (i) to perform the obligation of the defaulting party and to be reimbursed by the defaulting party for the reasonable cost thereof, or (ii) to terminate the Lease effective as

of June 30 of any year (the end of a school year for Lessee). In the event of termination of the Lease as of June 30, the provisions of paragraph 15 relating to required purchase of the building and appraisal shall apply.

14. Termination of Lease Without Cause. Either Lessor or Lessee shall have the right, without cause, to terminate this Lease effective as of June 30th of any year (the end of Lessee's school year) by giving at least 180 days written notice of termination, unless Lessor and Lessee agree to a shorter notice. In the event of termination without cause, the provisions of paragraph 15 shall apply which requires Lessor to purchase the building and improvements from Lessee. Except for the obligation of Lessor to purchase the building and improvements from Lessee, the Lease shall terminate as of the effective date of the termination and neither party shall have any further liability to the other under this Lease.

15. Purchase of Building; Appraisal.

15.1 Purchase of Building and Improvements by Lessee. In the event the Lease is terminated by a party prior to the end of the term of this Lease pursuant to paragraph 13 or 14 hereof and at the end of the term of this Lease, the Lessor shall purchase the permanent building and improvements located on the Premises from Lessee in an "as is" condition. (The Interlocal Agreement shall control as to the purchase of the portable buildings). The purchase price for the building and improvements shall be the fair market value of the building and improvements (but not any value assigned to the land) as determined by the appraisal process described herein. The payment of the purchase price and the closing of the sale of the building and improvements shall occur on a date which is on or after the date of termination of the Lease but in no event later than 120 calendar days after termination of the Lease. At the closing of the sale of the building and improvements, Lessor shall tender to Lessee the purchase price as provided herein and Lessee shall provide to Lessor a bill of sale, deed or other instrument conveying title to the building and improvements. The closing shall take place at the offices of either Lessor or Lessee. Lessor retains the option, to be exercised in its sole judgment and discretion, to pay a portion of the Purchase Price at closing, and to pay the remaining balance of the Purchase Price during the next three fiscal years of Lessor, all such payments being in equal amounts and bearing no interest or other fee.

15.2 Appraisal. In order to determine the fair market value of the Premises, Lessor and Lessee shall each retain a certified Texas appraiser to provide an appraisal as to the fair market value of the building and improvements on the Premises (but not the value of the land). Such appraisal shall be complete on or before the termination date of the Lease. Thereafter, Lessor and Lessee shall negotiate based on the appraisals in order to arrive at an agreed fair market value of the building and improvements. Each party shall pay the cost of its appraisal. In the event the parties cannot agree by negotiation on the fair market value of the building and improvements, the parties agree to mediate in accordance with the provisions of paragraph 21 hereof.

16. Right of Entry. Lessor, its agents and employees, shall have the right to enter the Premises from time to time at reasonable times to examine the Premises, so long as such inspection does not interfere with Lessee's classes or operations. In addition, during any apparent emergency, Lessor or its agents may enter the Premises without liability therefor and without in any manner affecting Lessee's obligations under this Lease. Nothing herein contained, however, shall be deemed to impose upon Lessor any obligation, responsibility or liability whatsoever, for any care, maintenance or repair except as otherwise herein expressly provided.

17. Assignment and Subletting. Lessee shall not assign this Lease or any interest therein, or sublet any portion of the Premises whether voluntarily, or by operation of law, or otherwise, without the prior written consent of Lessor.

18. Delay. No delay or omission in the exercise of any right or remedy of Lessor on any default by Lessee shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of Lessor, shall constitute an acceptance of the surrender of the Premises by Lessee before the expiration of the term. Only a notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent act by Lessee. Any waiver by Lessor or any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

19. Compliance with Laws.

19.1 General Compliance. Lessee, at Lessee's expense, shall comply with all present and future laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to the Premises and/or Lessee's use of the Premises, and all applicable federal, state and local laws, regulations or ordinances pertaining to the air and water quality, hazardous materials, waste disposal, air emissions and other environmental, health and safety matters.

19.2 ADA Compliance. **LESSEE AGREES TO ASSUME SOLE RESPONSIBILITY FOR CONFORMING THE PREMISES AND ITS ACCOMMODATIONS, FACILITIES AND SERVICES TO THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT, AS AMENDED, AND RELATED STATE AND LOCAL LAWS (COLLECTIVELY THE "ADA"), AND FURTHER COVENANTS NOT TO DISCRIMINATE AGAINST DISABLED PERSONS ON THE BASIS OF DISABILITY IN THE FULL AND EQUAL EMPLOYMENT OF GOODS, SERVICES, FACILITIES, PRIVILEGES, ADVANTAGES OR ACCOMMODATIONS.**

20. Allocation of Risk. This Lease is not intended to alter or reallocate any defense or immunity properly authorized by law, or to create or transfer any liability arising under the law. Lessor and Lessee 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 Lease, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. Lessor and Lessee expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law. This Lease does not constitute a consent to suit.

21. Mediation. In the event of any dispute, difference or disagreement regarding the valuation or purchase of the building and improvements under paragraph 15 hereof, or any other dispute or disagreement which cannot be resolved by negotiation, the parties agree they will mediate such disputes within thirty (30) days after the parties have reached an impasse. Notwithstanding any other provision to the contrary, either Lessor or Lessee shall have the right to request mediation on any issue even if there is an impasse. Any party seeking to initiate mediation shall give written notice to the other party, describing the nature of the dispute and the request for mediation. The mediation shall be conducted by Texas Arbitration and Mediation Services within thirty (30) days after receipt of the written notice invoking mediation. If the parties cannot agree on a mediator, TAMS shall appoint a mediator. The mediation shall be held as soon as reasonably possible but in no event later than thirty (30) days after the notice invoking mediation. In the event the mediation is unsuccessful, the parties shall have the right to pursue any other remedy allowed under this Lease or at law.

22. Miscellaneous.

22.1 Legal Construction. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22.2 Amendment. No amendment, modification or alteration of the terms hereof or consent required hereunder shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

22.3 Attorney's Fees. In the event either party employs attorneys to protect or enforce its rights hereunder and prevails, the defaulting party shall pay to the prevailing party reasonable attorney's fees, court costs and other litigation expenses to the extent permitted by law. This provision shall not apply to mediation.

22.4 Entire Agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertaking oral or written, between Lessor and Lessee other than herein set forth.

22.5 Notices and Addresses. All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:


Lessor
El Paso County Community College District
Office of the President
P.O. Box 20500
El Paso, Texas 79998

Lessee
Socorro Independent School District
Attn: Superintendent
12440 Rojas
El Paso, Texas 79928

22.6 Application of Law. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.

LESSOR:

EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

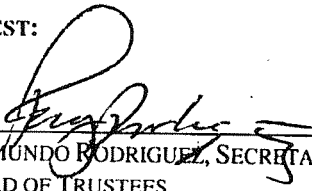
BY: 
NAME: Richard M. Rhodes
TITLE: President

LESSEE:

SOCORRO INDEPENDENT SCHOOL DISTRICT

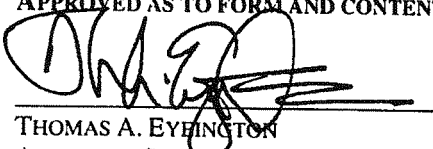
BY: 
KAREN P. BLAINE
PRESIDENT, BOARD OF TRUSTEES

ATTEST:



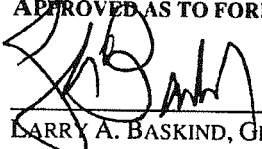
RAYMONDO RODRIGUEZ, SECRETARY
BOARD OF TRUSTEES

APPROVED AS TO FORM AND CONTENT:



THOMAS A. EYNINGTON
ASSISTANT SUPERINTENDENT
SOCORRO ISD

APPROVED AS TO FORM:



LARRY A. BASKIND, GENERAL COUNSEL
SOCORRO ISD

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