



**Restated and Amended
Interlocal Agreement
between El Paso County Community College District
and Canutillo Independent School District
for the Operation of Northwest 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 Canutillo Independent School District (CISD) (collectively, the "Parties") for the purpose of continuing to operate and maintain Northwest Early College High School ("NWECHS"), effective as of this 29 day of August 2022.

1. Recitals

WHEREAS, EPCC and CISD desire to continue an early college high school so that students will have the opportunity to earn a high school diploma and an Associate's Degree upon graduation from the early college high school; and

Whereas, EPCC and CISD intend to enroll students in grades 9 -12 in NWECHS and to provide the financial support necessary; and

WHEREAS, NWECHS is located on the EPCC Northwest Campus, 6701 North Desert Boulevard, El Paso, TX 79932 in the CISD with no more than 500 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 CISD students a seamless transition between high school and college;

WHEREAS, CISD 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 CISD and EPCC and will benefit the students and taxpayers of CISD 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

Northwest Early College High School 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's Degree from EPCC upon high school graduation.

3. Term

The term of this Agreement is for five (5) years commencing on August 29, 2022, and concluding on August 28, 2027, 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 NWECHS by a CISD 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.

5. Academic Plan

An academic plan developed by EPCC and CISD that enables each student to earn a high school diploma and an Associate's Degree. College credit will be earned through College courses for dual credit. NWECHS 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. NWECHS 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.** NWECHS 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 CISD as well as the school calendar for high school credit courses.
- C. **Courses of Study.** NWECHS 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 in Appendix A, 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 NWECHS Advisory Committee (composed of EPCC and CISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") re-designation Application.
- E. **Instructional Materials.** Textbooks for NWECHS students will be provided by the CISD. All other instructional materials for College credit courses and research activities will

be provided jointly by EPCC and CISD. In all cases, CISD will provide those items typically required for purchase by students. College courses for dual credit courses 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. CISD will provide those items typically required for purchase by students. For College courses for dual credit only, EPCC will provide supplies/consumables typically provided as part of the curriculum.

F. Instructional Calendar. NWECHS students will follow the instructional calendar for both CISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the CISD 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. NWECHS students are required to meet the CISD 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) Continuing to provide the land for portable buildings and site preparation;
- (ii) Continuing to prepare the site for portable buildings and providing utility lines and hook-ups with prior approval;
- (iii) Admitting qualified students into EPCC;
- (iv) Providing professional development opportunities for ECHS instructors credentialed by EPCC;
- (v) Providing College courses as appropriate and;
- (vi) Awarding College credit to qualified NWECHS students
- (vii) Transcribing College credit immediately upon a student's completion of the course.

B. CISD. CISD will be responsible for:

- (i) Recruiting students;
- (ii) Providing and transporting portable classrooms and modular buildings for installation;
- (iii) Installation of the classrooms after site preparation;
- (iv) Hiring and supervising NWECHS faculty and staff;
- (v) Developing and delivering the high school curriculum, and;
- (vi) Operating and maintaining the NWECHS facilities;
- (vii) Transcribing high school credit immediately upon a student's completion of the course.

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

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

7. Use of Facilities

- A. Buildings and Site-Portable Buildings.** EPCC will continue providing a site for NWECHS. CISD will move portable buildings on the site set aside by EPCC at CISD's expense and will install the buildings for use as classrooms. CISD shall make improvements, additions, and construction on the portable buildings as may be reasonably necessary for the use of the NWECHS Program. The portable buildings shall remain the property of the CISD during the term of the NWECHS Program. The parties agree that the portable buildings moved to the site by CISD will have only nominal value. Accordingly, if this Agreement is terminated at any time, the buildings will be left on the EPCC campus and there will be no need for EPCC to reimburse CISD for any amounts for the value of the buildings.
- B. Buildings and Site-Cafeteria Building.** CISD shall be responsible for any improvements, additions, and maintenance of the cafeteria building. The cafeteria building, constructed on EPCC land, shall remain the property of the CISD during the term of the NWECHS Program, or for a period of no less than 30 years from the date the cafeteria building opened, November 20, 2015, whichever date occurs last. The parties agree that at the end of said 30-year term, ownership of the cafeteria building shall pass to EPCC. The parties further agree that at the end of said 30-year term, CISD shall not be entitled to any compensation from EPCC for any value for the cafeteria building. However, if this Agreement is terminated prior to the end of said 30-year term, EPCC and CISD shall meet and mutually agree on the reasonable fair market value of the cafeteria building and CISD will be reimbursed for that amount. EPCC will have use of the areas of the facility at any time such areas are not being used by the high school.
- C. Use of Facilities.** CISD shall use all facilities solely for NWECHS and for no other purpose, without the prior written consent of EPCC.
- D. Maintenance.** EPCC shall provide grounds maintenance at its cost. CISD shall provide maintenance of all the NWECHS buildings at its cost. CISD will also provide custodial staff to clean and maintain the buildings. EPCC will provide custodial staff to clean and maintain the buildings during the times the facilities are being used by EPCC and not by the high school.
- E. Utilities.** EPCC shall provide and pay for all utilities used by NWECHS including electricity, water, sewer and gas. CISD shall provide and pay for all communications facilities including telephone, email, and computer networks.
- F. Insurance.** CISD shall insure the NWECHS portable buildings and cafeteria building under its property insurance policies 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.
- G. Ground Lease.** In consideration of the foregoing, EPCC and CISD shall agree to enter into a ground lease agreement in substantially the form as set forth on [Exhibit A] attached hereto (the "Ground Lease"), whereby EPCC, as landlord thereunder, agrees to lease to CISD certain real estate and improvements in their "as-is, where-is and with all faults" condition,

and upon further terms and conditions as more particularly described therein. It is intended that, once executed, the Ground Lease will evidence the parties' agreement with respect to the ground lease transaction contemplated by this section.

H. Safety and Health

- (i) It is CISD's responsibility to ensure that NWECHS nursing staff hold the necessary credentials. In case of a health emergency on the NWECHS campus, the CISD Emergency Operations Plan will be followed.
- (ii) If the health emergency occurs on an 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 threatening health care for any NWECHS student.

8. Staffing

All the NWECHS staff shall be exclusive employees of Canutillo ISD ("Canutillo ISD staff"). There will be no joint employment relationship between EPCC and Canutillo ISD of any Canutillo ISD staff. Canutillo ISD shall exclusively pay all salaries and provide benefits to all Canutillo ISD staff. Except as otherwise provided herein, EPCC shall have no responsibility to control, discipline, hire, terminate, compensate, or provide benefits to any of the Canutillo ISD staff.

NWECHS will have the following personnel:

Principal
Dean of Students
Counselor

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

Office Manager
Attendance Clerk
2 Permanent Custodians
Cafeteria staff
Nurse
Security (jointly between EPCC/CISD)

The staffing will comply with EPCC's Enrollment Optimum but strive for a limit of twenty-five (25) students per class. Some staff may need to be hired on a part-time basis to better accommodate the needs of students.

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

EPCC discipline faculty will serve on the NWECHS teacher-hiring committees. For those areas in which onsite dual credit classes will be offered, the ECHS 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 CISD hiring procedures and requirements.

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, NWECHS will hire teachers who can meet EPCC credentialing 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 ECHS students are enrolled in sections at an EPCC campus.

9. Professional Development of Staff

CISD shall be responsible for professional development of all full-time and part-time staff assigned to NWECHS, including staff development aimed at working with technology and at-risk students. NWECHS faculty at CISD'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 CISD.** Except as expressly set forth herein, CISD shall provide student services for all NWECHS students, including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. By July 1 of each year, CISD 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 CISD at the NWECHS, 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. NWECHS students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated ECHS Librarians with appropriate log-ins to access EPCC Library resources. EPCC Librarians will provide training to designated ECHS Librarians on available EPCC resources. NWECHS 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.** NWECHS students will adhere to all the requirements of the CISD 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 CISD Code of Conduct and the EPCC Code of Conduct, the CISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.
- D. D. Major Sports and University Interscholastic League (UIL) Activities.** NWECHS students will be allowed to participate in major sports and UIL sponsored activities except for UIL Academic Activities.

- E. Transportation.** Transportation is at the sole discretion of CISD and not the responsibility of EPCC. CISD 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. CISD will provide round-trip transportation for students from NWECHS 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 completed 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.** NWECHS 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. NWECHS students will be enrolled in ECHS sections for core dual credit classes.
- C. Business Holds.** NWECHS 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 NWECHS 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 NWECHS. NWECHS 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 NWECHS designee must add the student once more to the enrollment roster requesting enrollment once again.
- D. Degree Plans.** NWECHS 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 the Early College High Schools or at the EPCC campus. NWECHS students will be advised on the transferability and applicability of all College credit offered and earned.
- E. State Assessment Testing.** The NWECHS Principal will be responsible for informing the designated EPCC Dean of all mandatory assessment testing dates. ECHS 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, NWECHS students who have not yet graduated with an Associate degree may continue to pursue their degree at EPCC, but they will assume all financial responsibility.
- G. College Graduation.** After NWECHS students graduate with their Associate's 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 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, CISD 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 CISD. 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 NWECHS 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) 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, CISD is responsible for the OER fee. CISD 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, the Early College High Schools will recruit 8th grade students no later than the end of the spring semester of each year. CISD will recruit from its middle school feeder pattern. A recruitment team comprised of the Early College High School Principal, Early College High School Counselor, and on-site Early College High School staff will lead this effort. The recruiting process will include the following activities:

- A. Maintenance of an Early College High School website for NWECHS 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 the ECHS; TEA and Early College High School blueprint.
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of NWECHS students.
- E. Community informational meetings for students/parents interested in NWECHS.
- F. Presentation of recruitment and admission information in 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 NWECHS will be open to a maximum of 125 students every year. This will be known as a cohort. Criteria for admission to NWECHS allows 8th grade students to apply for the new cohort each year and enter Early College High School as ninth graders. The majority of the students accepted to

NWECHS 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 Early College High School, will be allowed to apply for any available openings in the cohort, as long as they do not exceed the maximum of 500 students. These students will be integrated into the existing cohort.

14. Marketing and Co-branding

NWECHS is a strong and beneficial partnership between CISD and EPCC and will be co-branded accordingly. EPCC and Early College High School 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. CISD and NWECHS will state, "Early College High School is a partnership between EPCC and CISD," 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 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 NWECHS students. CISD 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.

15. Collecting and Sharing Data

CISD and EPCC agree to collect data associated with NWECHS required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. CISD and EPCC Research departments will be the primary point of contact for all data collection for their respective institutions. In addition, CISD and EPCC agree to share any data required for the successful completion of NWECHS students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be consulted when requesting and sharing data or conducting research. When selected, NWECHS will participate in student success, and facility satisfaction surveys, and other local or national surveys administered to EPCC students. CISD 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 Early College High School 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; CISD data; 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, 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 CISD 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 CISD to carry out the Program; and CISD 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 CISD will meet at least quarterly to facilitate communication, evaluate instructional and programmatic activities, identify issues, 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 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 will include: EPCC Dual Credit/and Early College High Schools (DC/ECHS) Program Associate Director (Student Services), EPCC Executive Director of Admissions & 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, Dean of Students, Early College High School Counselor, CISD Central Office personnel, and others as invited to participate.

17. Early College High School Leadership Council

Representatives from the Advisory Committee in addition to EPCC and CISD 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 meets biannually.

18. Liability of EPCC and CISD

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. CISD 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. CISD shall bear sole responsibility and liability for any claims by its students, arising from acts, omissions, and negligence attributed to CISD. CISD 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 term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless EPCC or CISD 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 CISD 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 NWECHS, unless the Parties mutually agree. In the event of termination, NWECHS will continue operation through the 11th grade cohort's scheduled graduation from NWECHS. 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, NWECHS 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 | Canutillo Independent School District |
| P.O. Box 20500 | 7965 Artcraft Rd. |
| El Paso, TX 79998 | El Paso, TX 79932 |
| Attn: President | 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.

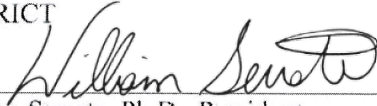
- C. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. **Governing Law.** This Agreement is to be performed in El Paso County, Texas, and is governed by the Constitution and the laws of the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

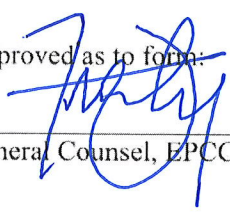
pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.

- 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.

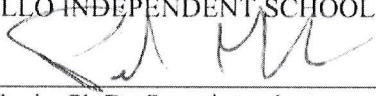
Signed and approved effective as of the date shown above.

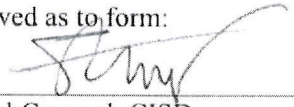
EPCC:
EL PASO COUNTY COMMUNITY COLLEGE
DISTRICT

By: 
William Serrata, Ph.D., President

Approved as to form:

General Counsel, EPCC

CISD:
CANUTILLO INDEPENDENT SCHOOL DISTRICT

By: 
Pedro Galaviz, Ph.D., Superintendent

Approved as to form:

General Counsel, CISD

APPENDIX A

CANUTILLO INDEPENDENT SCHOOL DISTRICT Northwest Early College High School

Crosswalk

NOTE: COURSES ARE SUBJECT TO CHANGE



8th Grade High School: Fall				
Course Number	Course Name	Credits	EPCC Course	Credits
ENGL 03220100	Pre-AP English I	0.5		
ALG1 03100507	Pre-AP Algebra II	0.5		
APENVIR A3020000	AP Environmental Science	0.5		
CLGTRN N1290050	College Transition (DC)	0.5	EDUC 1300	1
APHUMGEOW A3360200	AP Human Geography	0.5		
PEFOUND PES00052	PE	0.5		
SSSPANI 03440110	Spanish I	0.5		
	College Prep 1	0.5		
	Total Credits	4		1
8th Grade High School: Spring				
ENGL 03220100	Pre-AP English I	0.5		
ALG1 03100507	Pre-AP Algebra II	0.5		
APENVIR A3020000	AP Environmental Science	0.5		
COMMAPP 03241400	Professional Communication (DC)	0.5	SPCH 1321	1
APHUMGEOW A3360200	AP Human Geography	0.5		
PEFOUND PES00052	PE	0.5		
SSSPANI 03440110	Spanish I	0.5		
	Student Elective	0.5		
	Total Credits	4		1
9th Grade High School: Fall				
ENGL 03220200	Pre-AP English 2	0.5		
GEOM 03100700	Pre-AP Geometry	0.5		
BIO 03010207	Biology DC	0.5	BIOL 1306	1
LOCAL 8480000X	Biology Lab DC	0	BIOL 1306	1
WHIST 03340400	World History DC	0.5	HIST 2321	1
SPANII 03440220	Spanish 2	0.5		
	College Prep 2	0.5		
GOVT 03330100	United States Government	0.5	GOVT 2305	1
HLTHFD 03810100	Health	0.5		
	Total Credits	4		3
9th Grade High School: Spring				
ENGL 03220200	Pre-AP English 2	0.5		
GEOM 03100700	Pre-AP Geometry	0.5		
BIO 03010207	Biology DC	0.5	BIOL 1307	1
LOCAL 8480000X	Biology Lab DC	0	BIOL 1307	1
WHIST 03340400	AP World History	0.5		
SPANII 03440220	Spanish 2	0.5		
	College Prep 2	0.5		
SPTYS 03380002	Special Topics in SS (Texas Government)	0.5	GOVT 2305	1
PSYCH 03350100	Psychology (DC) or Sociology (DL)	0.5	PSYC 2301 or SOCI 1301	1
	Total Credits	4		3
10th Grade High School: Fall				
ENG 3 03220300	English III (DC)	0.5	ENGL 1301	1
PRECALC 03101100	Pre-Calculus (DC)	0.5	MATH 1314	1
CHEM 03040000	Pre-AP Chemistry	0.5		
USHIST 03340100	US History (DC)	0.5	HIST 1301	1
ART1APP 035001100	Fine Arts (DC)	0.5	ARTS 1301 or MUSI 1306	1
	College Prep 2	0.5		
	Student Elective	0.5		
ECON 1110300	Economics	0.5		
	Total Credits	4		3
10th Grade High School: Spring				
ENG 3 03220300	English III (DC)	0.5	ENGL 1302	1
PRECALC 03101100	Pre-Calculus Math (DC)	0.5	MATH 2412	1
CHEM 03040000	Pre-AP Chemistry	0.5		
USHIST 03340100	US History (DC)	0.5	HIST 1302	1
ART1 03500100	Fine Arts	0.5		
	College Prep 3	0.5		
	Student Elective	0.5		
	Student Elective	0.5		
	Total Credits	4		3
11th Grade High School: Fall				
ENGL 03220400	AP English Literature	0.5		
APPHYSCE A3050005	AP Physics C	0.5		
APSTATS A3100200	AP Statistics/AP Calculus	0.5		
	College Prep 4	0.5		
	Elective	0.5		
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Total Credits	4		3
11th Grade High School: Spring				
ENGL 03220400	English 4 or AP English Literature	0.5		
APPHYSCE A3050005	AP Physics	0.5		
APSTATS A3100200	AP Statistics/AP Calculus	0.5		
	College Prep 4	0.5		
	Elective	0.5		
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Total Credits	4		3
12th Grade High School: Fall				
ENGL 03220400	AP English Literature	0.5		
APPHYSCE A3050005	AP Physics	0.5		
APSTATS A3100200	AP Statistics/AP Calculus	0.5		
	College Prep 4	0.5		
	Elective	0.5		
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Total Credits	4		3
12th Grade High School: Spring				
ENGL 03220400	English 4 or AP English Literature	0.5		
APPHYSCE A3050005	AP Physics	0.5		
APSTATS A3100200	AP Statistics/AP Calculus	0.5		
	College Prep 4	0.5		
	Elective	0.5		
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Field of Study (DC)	0.5	Field of Study (DC)	1
	Total Credits	4		3
Total High School Credits				
		28	Total EPCC Credits	66