



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



This Restated and Amended Interlocal Agreement (the "Agreement") is made and entered into between El Paso County Community College District (EPCC) and Ysleta Independent School District ("YISD") (collectively, the "Parties") for the purpose of continuing to operate and maintain the Parkland Early College High School ("PECHS") and Ysleta HS Early College Academy ("YHSECA") collectively the "Early College High Schools" or "ECHS", effective as of this 31st day of October, 2021.

1. Recitals

WHEREAS, EPCC and YISD entered into Interlocal Agreements with each of the schools, with an effective date of October 27, 2016 for The Early College High Schools, to establish these two early college high schools, each an Early College High School, so that students would have the opportunity to earn a high school diploma and a two-year Associate's Degree upon graduation from the early college high schools;

WHEREAS, EPCC and YISD desire to continue to enroll students in grades nine (9) through twelve (12) in the Early College High Schools;

WHEREAS, PECHS is located at 5932 Quail Ave., El Paso, TX, 79924 with no more than five hundred (500) students;

WHEREAS, YHSECA is located at 8600 Alameda Ave., El Paso, TX, 79907 with no more than five hundred (500) students;

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 YISD students a seamless transition between high school and college;

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

WHEREAS, YISD and EPCC have previously entered into a Dual Credit Partnership Agreement to provide dual credit to high school students as authorized by Texas Education Code Section 28.009, and

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

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

2. Mission Statement

The Early College High Schools in the Ysleta ISD 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 effective on October 31, 2021, and concluding on October 30, 2026, 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 the Early College High School by a YISD teacher credentialed by EPCC;
- (ii) At the EPCC campus taught by an EPCC faculty member;
- (iii) Through a distance learning course taught by an EPCC faculty member.

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

C. 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 YISD 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. The Early College High Schools 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 courses assigned to dual credit faculty, faculty credentials, faculty evaluations, the College curriculum, College syllabi, and College textbook selection for College courses for Dual Credit and for College Courses for College Credit. The Early College High School 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.** The Early College High School students will adhere to the grading periods and policies of EPCC for dual credit and College credit courses, but will adhere to the grading periods and policies of YISD as well as the school calendar for high school credit courses.
- C. Courses of Study.** The Early College High Schools will primarily provide courses of study that meet the requirements of an Associate's Degree and the recommended high school program, in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Students will also have the opportunity to earn embedded certificates of completion.
- D. Curriculum Alignment.** A curriculum crosswalk similar to the form set forth below will be used for the purpose of granting each student the opportunity to earn a high school diploma and an Associate's Degree within four years. The curriculum alignment will be reviewed on an

annual basis by the Early College High School Advisory Committee (composed of EPCC and YISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") re-designation application.

- E. Instructional Materials.** Textbooks for the Early College High Schools students will be provided by YISD. All other instructional materials for College credit courses and research activities will be provided jointly by EPCC and YISD. In all cases, YISD will provide those items typically required for purchase by students. 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. YISD will provide those items typically required for purchase by students. For College courses for dual credit, YISD will be responsible for all instructional items. For College credit courses only, EPCC will provide supplies/consumables typically provided as part of the curriculum.
- F. Instructional Calendar.** The Early College High School students will follow the instructional calendar for both YISD and EPCC as it relates to enrolled coursework. Students enrolled in High School only courses and college courses for Dual Credit taught at the High School will attend classes on days outlined in the YISD Instructional Calendar. Students enrolled in college courses for Dual Credit or College credit courses on an EPCC campus or online will attend classes on days outlined in the EPCC Instructional Calendar.
- G. Student Enrollment and Attendance Policies.** The Early College High Schools students are required to meet the YISD attendance requirements, including the 90% Rule for all high school credit courses, and the EPCC attendance requirements for all courses for which College credit will be awarded.
- H. Eligibility of Students for High Education Financial Assistance.** The ECHS counselor and designee will work to ensure ECHS students receive pertinent information regarding higher education financial assistance and assistance waivers for tuition and fees.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

- (i) Admitting qualified students into EPCC;
- (ii) Determining qualified credentialed faculty, as provided below;
- (iii) Providing professional development opportunities for the Early College High Schools instructors credentialed by EPCC;
- (iv) Providing college courses as appropriate;
- (v) Awarding college credit to those Early College High Schools students who have earned it immediately upon a student's completion of the course; and
- (vi) Maintaining SACSCOC accreditation status, notifying YISD of any change or action by EPCC or YISD that may affect such status.

B. YISD. YISD will be responsible for:

- (i) Recruiting students for enrollment in the Early College High Schools with EPCC personnel and/or EPCC provided materials;

- (ii) Designating and providing at least one YISD employee who has received training by EPCC as responsible for providing academic advising to a student about dual credit and the Early College High Schools program prior to enrolling in the Early College High Schools;
- (iii) Providing and maintaining the appropriate classrooms, facilities, tools and equipment;
- (iv) Hiring and supervising the Early College High Schools faculty and staff;
- (v) Developing and delivering the high school curriculum;
- (vi) Operating and maintaining the Early College High Schools in a manner that supports EPCC's SACSCOC accreditation status and notifying EPCC in a timely manner of any changes that may impact accreditation and may need prior approval before implementation;
- (vii) Notifying EPCC's Center for Students with Disabilities (CSD) Student Records of students enrolled in the Early College High Schools who have plans approved by a Section 504 Committee or Admission, Review, and Dismissal (ARD) committee as provided below in section 11.1; and
- (viii) Transcribing high school credit immediately upon a student's completion of the course.

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

- (i) Aligning the high school and college courses;
- (ii) Sharing in the scheduling of College courses for the Early College High Schools;
- (iii) Advising students throughout their collegiate academic experience; and
- (iv) Providing joint professional development opportunities.
- (v) The Early College High Schools' counselors will be responsible for overseeing every Early College High School student's degree plan requirements once the plan has been approved by the EPCC Counselor.
- (vi) The ECHS and EPCC Counselors will jointly work to ensure ECHS students receive pertinent information regarding higher education, financial assistance, and assistance waivers for tuition and fees.

7. Use of Facilities

A. Buildings and Site. YISD houses the Early College High Schools covered by this Agreement at the following sites:

- (i) Parkland Early College High School
5932 Quail Avenue
El Paso, TX 79924
- (ii) Ysleta High School Early College Academy
8600 Alameda Avenue
El Paso, TX 79907

The space will include core learning classrooms including library and learning resources as well as administrative and student support areas. Most core Early College High School classes will be located in a dedicated and contiguous space, such as a dedicated hall or wing. Construction and installation, maintenance, utilities, and operation will be at YISD's sole expense.

B. Safety and Health. In case of a health emergency at the Early College High Schools, the YISD 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.

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

For those areas in which college courses for dual credit will be offered, YISD will hire teachers who can meet EPCC Credentialing 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. EPCC shall approve or reject an applicant for credentialing employed by YISD no later than the 60th day after receipt of the application provided all the documentation was submitted before the deadline posted on the EPCC Dual Credit webpage. All faculty must remain in good standing to be assigned to teach college courses for Dual Credit.

The Early College High Schools will have the following personnel:

- Assistant Principal
- Counselor
- The appropriate number of highly qualified teachers based on enrollment and/or curriculum needs
- Nurse
- Secretary
- Clerk
- PEIMS Clerk/registrar
- Security Guard
- Campus Technologist
- Librarian

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

EPCC discipline faculty will serve on the Early College High Schools teacher hiring committees. For those areas in which onsite college courses for Dual Credit classes will be offered, 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 YISD hiring procedures and requirements.

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

9. Professional Development of Staff

YISD shall be responsible for professional development of all full-time and part-time staff assigned to the Early College High Schools, including staff development aimed at working with technology and at-risk students. The Early College High Schools faculty at YISD's cost will participate in the professional development activities of EPCC and agencies 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 YISD.** Except as expressly set forth herein, YISD shall provide student services for all the Early College High Schools 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, YISD will submit all graduated seniors' final high school transcripts with the official graduation date through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.
- B. Student Services Provided by EPCC.** In addition to on-site resources provided by YISD at the Early College High Schools, 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. The Early College High Schools 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. The Early College High Schools 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.** The Early College High School students will adhere to all the requirements of the YISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between the YISD Code of Conduct and the EPCC Code of Conduct, the YISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.
- D. Major Sports and University Interscholastic League (UIL) Activities.** The Early College High School students will be allowed to participate in major sports and UIL sponsored activities.
- E. Transportation.** Transportation will be provided by YISD and is not the responsibility of EPCC. YISD 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. YISD will provide round-trip transportation for students from the Early College High Schools 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 should 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.** The Early College High Schools students must meet all the prerequisites for any EPCC 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 prerequisites for such course; students who have not met the prerequisites may not be in attendance in the same classroom.

- C. **Degree Plans.** The Early College High Schools students will only take College courses for dual credit or College credit courses towards 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 School or at the EPCC campus. The Early College High Schools students will be advised on the transferability and applicability of all College credit offered and earned.
- D. **State Assessment Testing.** The Early College High School Administrator 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.
- E. **Course Enrollment and Withdrawal.** The designated Early College High School Administrator will utilize the tools provided by EPCC and will be responsible for ensuring that students apply to EPCC and meet the course pre-requisites before the first day of classes and that the Dual Credit faculty identify any discrepancy between high school and college course rosters immediately. Early College High School students shall adhere to YISD's deadlines for enrollment in or withdrawal from any High School Only Course, College Course for Dual Credit, or College Credit Course so that students can be timely assigned to another course and maintain attendance provided that YISD's deadlines shall be no later than EPCC's deadlines.
- F. **High School Graduation.** Upon high school graduation, the Early College High Schools students who have not yet graduated with an Associate degree may continue to pursue their degree plan at EPCC, but will assume all financial responsibility.
- G. **College Graduation.** After the Early College High Schools students graduate with their Associate's Degree, they may continue to take College courses at EPCC, but 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.**
 - 1) To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, YISD and EPCC agree to take any steps necessary to comply with the provisions of these laws.
 - 2) Because the Office of Civil Rights (OCR) has taken the position that high school students with disabilities taking college courses for Dual Credit or College Credit Courses that generate secondary high school credit must still be treated as secondary high school students for purposes of a free appropriate public education (FAPE) and Section 504 requirements, reasonable and appropriate accommodations for students taking College Courses for Dual Credit will be implemented as follows:

- a. Upon application to an Early College High School, YISD students and their parents will provide written consent for Early College High School Counselors to facilitate course enrollment and inform students about the process to request college accommodations.
- b. YISD will convene the student's ARD or Section 504 committee to consider the student's current educational needs and make recommendations relative to all courses, including College Courses for Dual Credit. All recommendations for accommodations shall be those which are fundamental for access, participation and progress in an advanced academic course considered on an individualized basis ("reasonable and appropriate accommodations"). Unless otherwise provided by applicable law, EPCC is not required to provide a student an academic adjustment that would alter or waive essential academic requirements, fundamentally alter the nature of a service, program or activity, or result in undue financial or administrative burdens considering EPCC's resources as a whole.
 - i. YISD will be allowed to submit to EPCC CSD on behalf of the student all documentation in relation to any requested reasonable and appropriate accommodation;
 - ii. The student will schedule and conduct online or in-person any meetings with the EPCC CSD to discuss the requested reasonable and appropriate accommodations;
 - iii. With the consent of the student, YISD staff and the student's parent may be present and participate in any meetings with EPCC CSD to discuss reasonable and appropriate accommodations.
- c. Taking ARD or Section 504 committee recommendations into consideration, EPCC Center for Students with Disabilities (CSD) Counselors will determine, to the extent required by law, reasonable and appropriate accommodations to be provided to the student in all college courses for Dual Credit for the upcoming semester. EPCC CSD Counselors will document the reasonable and appropriate reasonable and appropriate accommodations and which entity will be responsible for implementing the accommodations.
- d. To obtain any different or additional accommodations in a particular college course for Dual Credit or to obtain a change in approved accommodations during a course, the student will promptly contact the designated EPCC CSD counselor to discuss the need for the change.

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

EPCC shall waive tuition and fees for College credit courses for the Early College High School 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 Resources (OER) fees if the student is enrolled in a section using OER materials rather than a traditional textbook (see also Section 5E, above). In these cases, YISD is responsible for the OER fee. YISD will fund placement testing fees. Other fees may apply, as outlined in the most recent Dual Credit Partnership Agreement.

13. Recruitment and Selection of Students

To secure the broadest applicant pool possible, the Early College High Schools will recruit eighth grade students no later than the end of the spring semester of each year. The recruiting process will include the following activities:

- A. Maintenance of an Early College High School website for each Early College High School 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 the Early College High School students;
- E. Community informational meetings for students/parents interested in the Early College High Schools;
- F. Presentation of recruitment and admission information in both English and Spanish; and
- G. Any other activities required by the TEA Blueprint.

EPCC Dual Credit Counseling and Administration will participate in parent and information sessions upon request.

Admission to the Early College High Schools will be open to a maximum of 125 students every year. This will be known as a cohort. Criteria for admission to the Early College High Schools allows eighth 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 the Early College High Schools 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 125 students. These students will be integrated into the existing cohort.

14. Marketing and Co-branding

The Early College High Schools are a strong and beneficial partnership between YISD 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. The YISD Early College High Schools will state "The Early College High School is a partnership between EPCC and YISD," when speaking, presenting, or discussing the initiative as well as in all written materials, including but not limited to: news releases, website content, promotional materials, social media or other content. Signage, banners and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Except for written materials on jointly pre-approved 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 the Early College High Schools. YISD 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 properly to reflect required marketing and co-branding.

15. Collecting and Sharing Data

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

The YISD and EPCC Research departments will be the primary points of contact for all data collection for their respective institutions. In addition, YISD and EPCC agree to share any data required for the successful completion of the Early College High Schools students' graduation plans. When applicable, EPCC's

Institutional Review Board (IRB) will be consulted with when requesting and sharing data or conducting research. When selected, the Early College High Schools will participate in student success and facility satisfaction surveys and other local or national surveys administered to EPCC students. YISD and EPCC will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, PSAT; TSI readiness by grade level; qualifications of 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; YISD data; high school grade point average, high school percentile, high school ranking; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement, 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 YISD as a college official with a legitimate educational interest in the educational records of the students who participate in the Early College High School Program to the extent that access to the records are required by YISD to carry out the terms of this Agreement; and YISD hereby designates EPCC as a school official with a legitimate educational interest in the educational records of the students who participate in the Early College High School Program to the extent that access to the records are required by EPCC to carry out the terms of this Agreement. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

16. Advisory Committee

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

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

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

17. Early College High School Leadership Council

Representatives from the Advisory Committee in addition to EPCC and YISD senior administrators will be members of the Early College High School Leadership Council (ECHSLC). The purpose of 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, ECHSLC will facilitate the coordination

of activities and events (such as joint professional development) across the schools. Other members of ECHSLC 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 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 YISD

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

19. Renewal or Termination

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

20. Miscellaneous

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

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

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

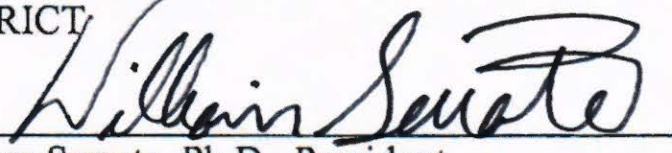
All notices required to be given hereunder shall be in writing, and shall be served in person upon the party to be notified or upon its agent, or shall be mailed by certified or registered mail or deposited with a nationally recognized overnight carrier, postage prepaid, to the address shown on above.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

- C. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.

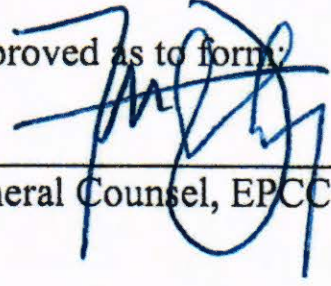
- D. **Governing Law.** This Agreement is to be performed in El Paso County, Texas, and is governed by the Constitution and the laws of the State of Texas. The exclusive venue of any suit arising from this Agreement shall be in El Paso County, Texas. The Parties hereby irrevocably submit generally and 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 of 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 both Parties.
- F. **Alternate Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.
- G. **Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.
- H. **Payments.** Any party paying for the performance of governmental functions or services rendered by the other party must make these payments from current revenues available to the paying party.

Signed and approved effective as of the date shown above.

EPCC:
EL PASO COUNTY COMMUNITY COLLEGE
DISTRICT

By: 
William Serrata, Ph.D., President

Approved as to form:


General Counsel, EPCC

YISD:
YSLETA INDEPENDENT SCHOOL DISTRICT

By: 
Xavier De La Torre, Ed.D., Superintendent of Schools

Approved as to form:


General Counsel, YISD



	PERMS #	Freshman Year	EPCC
1	03010207	Biology	
2	03220100	English I (PAP)	
3	03100500 / 03100700	Algebra 1/Geometry (PAP)	
4	A3360100 / 03320100	Geography (AP/World Geo)	*
5	03410100 / 03440100	Foreign Language	
6	PE800052	Found of Personal Fitness	
7		Endorsement Elective	
8	N1290050 / 03500110	EDUC/Fine Arts	EDUC 1300/ARTS
		Summer	
	03350100	Psychology	PSYC 2301
	03241400	Speech	SPCH 1321
		Cumulative Credit Hours	12
		Sophomore Year	EPCC
1	13037210	Scientific Research	BIOL 1306 / 1307
2	84800000	Scientific Research Lab	BIOL 1106 / 1107
3	03220200	English II (PAP)	
4	03100700 / 03100800	Geometry/Algebra 2 (PAP)	
5	A3370100 / 03340400	World History (AP/Regular)	*
6	03410200 / 03440200	Foreign Language	
7		Endorsement Elective	
8		EPCC Electives	6 Hours
		Summer	
	03810100	Health	
	03310300	Economics / TBI Math Camp	
		Cumulative Credit Hours	24
		Junior Year	EPCC
1	03220300	DC English 3	ENGL 1301/1302
2	3101100 / 03100700	DC Precalculus / Geometry	MATH 1314/2412
3	03340100	DC US History	HIST 1301/1302
4	03040000	Chemistry (UT OnRamps / PAP)	*
5		Endorsement Elective	
6		Foreign Language (AP) / Elective	*
7		Elective	
8		Elective	
		Summer	
	03330100	US Government	GOVT 2305
	03380001	SB Elective / TBI Math Camp	GOVT 2308
		Cumulative Credit Hours	28 without PreCal / 25
		Senior Year	EPCC
1	A3220100 / 03220400	English 4 (AP/Regular)	*
2	3101100 / A3100101 /	DC Precalculus/Calculus/Statistics	MATH 1314 / 2412 *
3	03050000	Physics (UT OnRamps)	*
4		DC Electives	6 Hours
5		DC Electives	6 Hours
6		Elective	
7		Elective	
8		Elective	
		Cumulative Credit Hours	29 with PreCal / 13
		Total Hours Earned	68



Ysleta High School Early College Academy Crosswalk



Year/Grade Level	PEIMS Course #	High School Course Title	Total High School Credits	EPCC Course	College Course Title	Total College Credit Hours
9th	03220100	Pre-AP English 1	1			
9th	03100500/03100600	Pre-AP Algebra 1	1			
9th	03010200	Pre-AP Biology	1			
9th	03320100	World Geography	1			
9th	VARIOUS	First Pathway Course for	1			
9th	03440200	Spanish 2	1			
9th	VARIOUS	Fine Arts or P.E. Course	1			
9th	N1290050 03155600	College Transition Dual Credit/Music	1	EDUC 1300/MUSI 1306	Learning Framework Music	6
9th	P4000	Health Education	.5			
Total Credits through Year 1/Grade 9			8.5			6.0
10th	03220200	Pre-AP English 2	1			
10th	03100500	Pre-AP Algebra 2	1			
10th	13037210	Biology Fourth Year Dual Credit	1	BIOL 1306 & BIOL 1307	Biology for Science Majors 1	6
10th	84800XXX	Biology Fourth Year Lab Dual	0	BIOL 1106 & BIOL 1107	Biology for Science Majors 1	2
10th	03340400/A3370100	World History/AP World History	1			
10th	VARIOUS	Second Pathway Course for	1			
10th	VARIOUS	Fine Arts or P.E. Course	1			
10th	13009900/03350100	Prof. Communications	1	SPCH 1321/PSYC 2301	Business & Prof. Comm./General Psychology	6
Total Credits through Year 2/Grade 10			15.5			20.0
11th	03220300	English 3 Dual Credit	1	ENGL 1301 & ENGL 1302	Composition 1 & Composition 2	6
11th	03101100	Geometry Pre-AP	1			
11th	03040000	Chemistry	1			
11th	03340100	United States History Studies	1	HIST 1301 & HIST 1302	United States History 1 & 2	6
11th	VARIOUS	Third Pathway Course for	1			
11th	VARIOUS	Dual Credit Electives at EPCC	2	VARIOUS	VARIOUS	12
11th	03310300	Economics w/ Emphasis on the Free Enterprise System	.5			
Total Credits through Year 3/Grade 11			23.0			44.0
12th	03220400	4 & English 4 Dual	1	ENGL 2323	British Literature 2	3
12th	03101100	Pre-Calculus Dual Credit	1	MATH 1314 & MATH 2412	College Algebra & Pre-Calculus	7
12th	03050000	Physics	1			
12th	03330100	U.S. Government Dual Credit/Social	1	GOVT 2305 & GOVT 2306	Federal Government	6
12th	VARIOUS	Fourth Pathway Course for	1			
12th	VARIOUS	Elective	1			
12th	VARIOUS	Elective	1			
12th	VARIOUS	Elective	1			
Total Credits through Year 4/Grade 12			31.0			60.0