



**Restated and Amended
Interlocal Agreement
between El Paso County Community College District
and Socorro Independent School District
for the Operation of the
Socorro 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 Socorro Independent School District (SISD) (collectively, the "Parties") for the purpose of continuing to operate and maintain RAMS Early College High School ("REC"), Socorro Early College High School ("SEC") and Trailblazers Early College High School ("TEC"), effective as of this 28th day of October 2020.

1. Recitals

WHEREAS, EPCC and SISD entered into Interlocal Agreements with each of the schools, with an effective date of October 27, 2015 for REC, August 1, 2014 for SEC and October 18, 2016 for TEC, to establish these three early college high schools 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, RAMS Early College High School is located at 12000 Montwood Dr., El Paso, TX, 79936 , with no more than five hundred and forty (540) students;

WHEREAS, Socorro Early College High School is located at 10150 Alameda Ave., El Paso, TX, 79927, with no more than five hundred and forty (540) students;

WHEREAS, Trailblazers Early College High School is located at 12101 Pellicano Dr., El Paso, TX, 79936, with no more than five hundred and forty (540) 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 SISD students a seamless transition between high school and college;

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

REC, SEC and TEC in Socorro 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 on October 28, 2020, and concluding on October 27, 2025, unless terminated earlier pursuant to paragraph 19 hereof.

4. Definitions

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

- (i) At the Early College High School by a SISD 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 SISD 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. REC, SEC and TEC 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. REC, SEC and TEC 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.** REC, SEC and TEC 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 SISD as well as the school calendar for high school credit courses.
- C. Courses of Study.** REC, SEC and TEC will primarily provide courses of study that meet the requirements of an Associate's Degree and the Distinguished Level of Achievement diploma, in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Students will also have the opportunity to earn embedded certificates of completion.
- D. Curriculum Alignment.** A curriculum crosswalk similar to the form set forth below will be used for the purpose of granting each student the opportunity to earn a high school diploma and an Associate's Degree within four years. The curriculum alignment will be reviewed on an annual basis by the ECHS 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") re-designation application.



Crosswalk

9th Grade High School				
9th Grade		Credit	EPCC Course	Credits
Biology Dual	1		BIOL 1306/1106	4
Biology Dual	1		BIOL 1307/1107	4
P/AP Algebra 1 or P/AP Algebra 2	1			
AP Human Geography	1			
P/AP English 1	1			
Foreign Language 1	1			
Speech DC or Health	0.5		SPCH 1321	3
Learning Frameworks/Financial Literacy	0.5		EDUC 1300	3
PE	1			
Total Credits	8			14
9th Grade High School: Summer				
Summer		Credit	EPCC Course	Credits
Speech DC (Optional and if not taken in 9th)	0.5		SPCH 1321	3
10th Grade High School				
10th Grade		Credit	EPCC Course	Credits
P/AP Chemistry	1			
P/AP English 2	1			
P/AP Algebra 2 or P/AP Geometry	1			
AP World History	1			
Foreign Language 2	1			
Economics or (Endorsement Requirement) DC	0.5		ECON 2301 or 1 class EPCC Core Component #8 that applies FOS	3
TSI Writing	0.5			
Government	1		GOVT 2305/GOVT 2306	6
TSI Math	1			
Total Credits	8			9
10th Grade High School: Summer				
Summer		Credit	EPCC Course	Credits
Financial Literacy	0.5			
11th Grade High School				
11th Grade		Credit	EPCC Course	Credits
AP Physics 1	1			
English 3	1		ENGL 1301/1302	6
P/AP Geometry or Dual Pre- Calculus	1		MATH 1314 /Math 2412 (Elective)	7
US History	1		HIST 1301/HIST 1302	6
Fine Art	1		ARTS 1301 OR MUSI 1310	3
Student Elective	1			
Student Elective	1			
Student Elective	1			
TSI Mathematics	0			
TSI Writing	0			
Total Credits	8			22
11th Grade High School: Summer				
Summer		Credit	EPCC Course	Credits
Elective Credit DC (Optional)	0.5		EPCC FOS	3
Elective Credit DC (Optional)	0.5		EPCC FOS	3
Total Credits	1			6
12th Grade High School				
12th Grade		Credit	EPCC Course	Credits
Science 4	1			
English 4	1		ENGL 2322 or ENGL 2323 or 1 class EPCC Core Component #4 that applies FOS	3
Pre-Calculus DUAL or 5t Year Math DUAL	1		MATH 1314/Math 2412 or 2413/2314 or FOS classes	7
Student Elective	1		EPCC FOS	
Student Elective	1			
Student Elective	1			
Student Elective	1			
Student Elective	1			
Total Credits	8			10
Total HS Credits	33		Total EPCC Credits	61

E. Instructional Materials. Textbooks for REC, SEC and TEC students will be provided by SISD. All other instructional materials for College credit courses and research activities will be provided jointly by EPCC and SISD. 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. SISD will provide those items typically required for purchase by students. 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. REC, SEC and TEC students will follow the instructional calendar for both SISD and EPCC 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. REC, SEC and TEC students are required to meet the 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.

Students taking courses at any EPCC campus during the SISD approved attendance-taking time, will take their own attendance using a fingerprint biometric scanner. Fingerprint scanners will be placed at a central location at all EPCC campuses students attend. All hardware and software installation along with maintenance will be the responsibility of SISD and internet access will be provided by EPCC.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

- (i) Admitting qualified students into EPCC;
- (ii) Providing professional development opportunities for ECHS instructors credentialed by EPCC;
- (iii) Providing College courses as appropriate and;
- (iv) Awarding College credit to qualified REC, SEC and TEC students.
- (v) 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 REC, SEC and TEC faculty and staff;
- (iv) Developing and delivering the high school curriculum, and;
- (v) Operating and maintaining the REC, SEC and TEC facilities.
- (vi) Transcribing high school credit immediately upon a student's completion of the course.

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 REC, SEC and TEC;
- (iii) Advising students throughout their collegiate academic experience; and
- (iv) Providing joint professional development opportunities.

7. Use of Facilities

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

- (i) RAMS Early College High School
12000 Montwood Dr.
El Paso, TX, 79936
- (ii) Socorro Early College High School
10150 Alameda Ave.
El Paso, TX, 79927
- (iii) Trailblazers Early College High School
12101 Pellicano Dr.
El Paso, TX, 79936

The space will include core learning classrooms including library and learning resources as well as administrative and student support areas. All 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 SISD's sole expense.

B. Safety and Health. In case of a health emergency at REC, SEC and TEC, 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.

8. Staffing

All the REC, SEC and TEC 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.

SISD will staff REC, SEC and TEC with the following personnel:

- An Early College High School Director, fully dedicated to each Early College High School
- A Counselor, fully dedicated to each Early College High School
- The appropriate number of highly qualified teachers based on enrollment and/or curriculum needs
- A Nurse, shared with the comprehensive high schools
- A Secretary, fully dedicated to each Early College High School
- A Clerk, shared with the comprehensive high schools
- A PEIMS clerk/register, shared with the comprehensive high schools
- A Security Guard, shared with the comprehensive high schools
- A Campus Technologist, shared with the comprehensive high schools
- A Librarian, shared with the comprehensive high schools

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

The REC, SEC and TEC 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.

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

EPCC discipline faculty will serve on the REC, SEC and TEC 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 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 ECHS 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 REC, SEC and TEC, including staff development aimed at working with technology and at-risk students. REC, SEC and TEC 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 all REC, SEC and TEC 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, 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 REC, SEC and TEC, 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. REC, SEC and TEC 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. REC, SEC and TEC 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.** REC, SEC and TEC 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 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.** REC, SEC and TEC students will be allowed to participate in major sports and UIL sponsored activities.
- E. 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 REC, SEC and TEC 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.** REC, SEC and TEC 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. REC, SEC and TEC students will be enrolled in ECHS sections for core dual credit classes.
- C. Degree Plans.** REC, SEC and TEC 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. REC, SEC and TEC 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 Director 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. High School Graduation.** Upon high school graduation, REC, SEC and TEC 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.
- F. College Graduation.** After the REC, SEC and TEC students graduate with their Associate's Degree, they may continue to take College courses at EPCC, but they will assume all financial responsibility.
- G. EPCC Dual Credit Policy and Procedures.** In all cases, College courses for dual credit will adhere to EPCC's College Procedure 6.00.01.30, "High School Dual Credit Program Requirements."
- H. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, SISD 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 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 REC, SEC and TEC 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, SISD is responsible for the OER fee. 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, the Early College High Schools will recruit eighth grade students no later than the end of the spring semester of each year. SISD will recruit from its middle school feeder pattern. A recruitment team comprised of the Early College High School Director, 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 each REC, SEC and TEC 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 REC, SEC and TEC students.
- E. Community informational meetings for students/parents interested in REC, SEC and TEC.
- F. Presentation of recruitment and admission information in both English and Spanish; and
- G. Any other activities required by the TEA Blueprint.

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

Admission to REC, SEC and TEC will be open to a maximum of 135 students every year. This will be known as a cohort. Criteria for admission to REC, SEC and TEC 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 REC, SEC and TEC 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 135 students. These students will be integrated into the existing cohort.

14. Marketing and Co-branding

REC, SEC and TEC are a strong and beneficial partnership between SISD 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 marquee, 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 REC, SEC and TEC will state “Early College High School 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 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 REC, SEC and TEC 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.

15. Collecting and Sharing Data

SISD and EPCC agree to collect data associated with REC, SEC and TEC required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. SISD and EPCC Research departments, will be the primary point of contact for all data collection for their respective institutions. In addition, SISD and EPCC agree to share any data required for the successful completion of REC, SEC and TEC 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, REC, SEC and TEC will participate in student success, facility satisfaction surveys, and other local or national surveys administered to EPCC students. SISD 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; SISD 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 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 SISD to carry out the Program; and 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.

16. Advisory Committee

An Advisory Committee comprised of representatives from EPCC and SISD will meet at least quarterly to facilitate communication, to evaluate instructional and programmatic activities, to identify issues and challenges and make recommendations, and to enhance collaboration. The Advisory Committee shall periodically make reports 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 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 Director, Early College High School Counselor, and others as invited to participate.

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

19. Renewal or Termination

Upon completion of the initial term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless EPCC or SISD 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 SISD 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 REC, SEC and TEC, unless the Parties mutually agree. In the event of termination, REC, SEC and TEC will continue operation through the 11th grade cohort's scheduled graduation from REC, SEC and TEC. Services to enrolled 9th and 10th grade students may be continued though graduation of those cohorts by agreement. While in the process of discontinuing operation, REC, SEC and TEC 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

Socorro Independent School District
12440 Rojas
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 on above. Any notice mailed in the manner set forth in this Section shall be deemed received by the party to whom it is addressed when deposited in such manner with the United States Postal Service or said overnight carrier.

- C. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. **Governing Law.** This Agreement is to be performed in El Paso County, Texas, and is governed by the Constitution and the laws of the State of Texas. The venue of any suit arising from this Agreement shall be in El Paso County, Texas. The Parties hereby irrevocably submit generally and unconditionally for themselves and in

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

- E. **Assignment Prohibited.** This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the Parties.
- F. **Alternate Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.
- G. **Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.
- H. **Payments.** Any party paying for the performance of governmental functions or services rendered by the other party must make these payments from current revenues available to the paying party.

Signed and approved effective as of the date shown above.

EPCC:
EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

By: William Serrata
William Serrata, Ph.D., President

Approved as to form:

[Signature]
General Counsel, EPCC

SISD:
SOCORRO INDEPENDENT SCHOOL DISTRICT

By: José Espinoza
José Espinoza, Ed.D., Superintendent

Approved as to form:

[Signature]
General Counsel, SISD