



**Restated and Amended
Interlocal Agreement
between El Paso County Community College District
and Socorro Independent School District
for the Operation of 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 Empire Early College High School, Falcon Early College High School, Pebble Hills Early College High School, Rams Early College High School, Socorro Early College High School, and Trailblazers Early College High School effective as of this 24th day of September, 2024.

1. Recitals

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

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

WHEREAS, Empire Early College High School is located at 12401 Edgemere Blvd., El Paso, TX, 79938 with no more than five hundred and forty (540) students;

WHEREAS, Falcon Early College High School is located at 13000 Emerald Pass Dr., El Paso, TX, 79928 with no more than five hundred and forty (540) students;

WHEREAS, Pebble Hills Early College High School is located at 14400 Pebble Hills Blvd, El Paso, TX, 79938 with no more than five hundred and forty (540) students;

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; and

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

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

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

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

2. Mission Statement

The Early College High Schools in the Socorro ISD will provide a select population of, in accordance with the Texas Education Agency's designation application guidelines, a unique educational opportunity to attend both high school and college in a special campus environment that will challenge them to excel in their academic and personal endeavors, as

well as motivate students to be productive problem-solving members of society by having the opportunity to earn a high school diploma and an associate degree from EPCC upon high school graduation.

3. Term

The term of this Agreement is for five (5) years commencing on 9/24/24, and concluding on 9/23/29, 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 Colleges by an SISD teacher credentialed by EPCC;
- (ii) At the College campus taught by an EPCC faculty member;
- (iii) Through a distance learning course taught by an EPCC faculty member.

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

C. Early College High School (ECHS) Sections refer to College courses for dual credit courses in a high school that are designated for Early College students only who have satisfactorily met the prerequisite Texas Success Initiative Assessment (TSIA2) scores for that course or other college readiness standards per statute, if appropriate.

5. Academic Plan

An academic plan developed by EPCC and SISD will enable each student to earn a high school diploma and an associate degree. High School and College credit will be earned through College courses for dual credit. The Early Colleges will administer all applicable statewide assessment instruments under Subchapter B, Chapter 39 of the Texas Education Code. Both high school and College credit will be transcribed immediately upon a student's completion of the course.

- A. College Curriculum.** EPCC will have full control over faculty assignments, faculty credentials, and faculty evaluations for all dual credit sections as it pertains to College courses. EPCC will have full control over the College curriculum, College syllabi, and College textbook selection. The Early College teachers will comply with any Student Learning Outcomes, 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.** Early College 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 district calendar, for high school credit courses.
- C. Courses of Study.** The Early Colleges will primarily provide courses of study that meet the requirements of an associate degree and the Distinguished Level of Achievement diploma; in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Students will also have the opportunity to earn an embedded certificate of completion.
- D. Curriculum Alignment.** A curriculum crosswalk, similar to the form set forth below in Appendix A, will be used for the purpose of granting each student the opportunity to earn a high school diploma and an associate 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") program application.
- E. Instructional Materials.** Textbooks for ECHS 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 at no

charge to the students. In all cases, SISD will provide those items typically required for purchase by students. College courses for dual credit taught on the high school campus will require dual credit faculty with EPCC approved credentials to teach the College courses and to handle the appropriate lab equipment at the high school campus. For College courses for dual credit, SISD will be responsible for all instructional items. For College credit courses only, EPCC will provide supplies/consumables typically provided as part of the curriculum.

F. Instructional Calendar. Early College students will follow the instructional calendar for both EPCC and SISD as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the SISD Instructional Calendar. Students enrolled in College courses for dual credit at EPCC or online will attend classes on days outlined in the EPCC Instructional Calendar.

G. Student Enrollment and Attendance Policies. Early College 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 district 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, while 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 the appropriate classrooms, facilities, tools and equipment for College credit courses at the EPCC campus appropriate for each identified Program of Study;
- (iii) Hiring and supervising EPCC faculty and staff;
- (iv) Providing professional development opportunities for ECHS credentialed instructors credentialed by EPCC;
- (v) Providing College courses as appropriate, and
- (vi) Transcribing College credit immediately upon a student's completion of the course.

B. SISD. SISD will be responsible for:

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

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

- (i) Aligning the high school and College courses;
- (ii) Sharing in the scheduling of College courses for the Early Colleges;
- (iii) Advising students throughout their collegiate academic experience;
- (iv) Providing joint professional development opportunities; and
- (v) Certifying to the Texas Education Agency and the Texas Higher Education Coordinating Board, no fewer than once per calendar year, the eligibility of all students for which it receives notice of FAST eligibility from such student's school district, of that student's eligibility for the FAST Program.

7. Use of Facilities

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

- (i) Empire Early College
12401 Edgemere Blvd.
El Paso, TX, 79938
- (ii) Falcon Early College
13000 Emerald Pass Ave.
El Paso, TX, 79928
- (iii) Pebble Hills Early College
14400 Pebble Hills Blvd.
El Paso, TX, 79938
- (iv) Rams Early College High School
12000 Montwood Dr.
El Paso, TX, 79936
- (v) Socorro Early College High School
10150 Alameda Ave.
El Paso, TX, 79927
- (vi) Trailblazers Early College High School
12101 Pellicano Dr.
El Paso, TX, 79936

The space will include core learning classrooms, a library, learning resources, and administrative and student support areas. All core ECHS classes will be located in a dedicated and contiguous space. Construction and installation, maintenance, utilities, and operation will be at SISD's sole expense.

B. Safety and Health. In case of a health emergency on the Early College, the SISD Emergency Operations Plan will be followed. If the health emergency occurs on the EPCC campus, the ECHS Emergency Plan will be followed. EPCC police will be the first responder but will not be responsible for providing other than life-saving health care for any Early College student. It is SISD's responsibility to ensure that the Early College nursing staff hold the necessary credentials.

8. Staffing

All Early College 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.

The Early Colleges will have the following personnel:

- An Early College Director, fully dedicated to each Early College
- A Counselor, fully dedicated to each Early College
- A Secretary, fully dedicated to each Early College
- The appropriate number of highly qualified teachers based on enrollment and/or curriculum needs
- A Nurse, shared with the comprehensive high schools
- 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

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

The Early Colleges' Counselors will be responsible for overseeing every Early College 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 Early Colleges' 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.

9. Professional Development of Staff

SISD shall be responsible for professional development of all full-time and part-time staff assigned to the Early Colleges, including staff development aimed at working with technology and at-risk students. 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 leadership coaching and technical assistance.

10. Student Services

- Student Services Provided by SISD.** Except as expressly set forth herein, SISD shall provide student services for all Early College students in the Early Colleges, including health services, counseling services, tutorial services, transportation, food service, all high school books and teaching materials, and all College textbooks (see Section 5.E). 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.
- Student Services Provided by EPCC.** In addition to on-site resources provided by SISD at the Early Colleges, students will be issued an EPCC ID by the end of the first semester of their freshman year and will have open access to EPCC's online library databases, materials, and resources. Early College students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC Librarians will provide training to designated ECHS Librarians on available EPCC resources. Early College 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.
- Codes of Conduct.** Early College 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. Students enrolled in any course for Dual Credit who are placed in an alternative school will be withdrawn from the course but may be allowed to remain in the Early College program upon returning to the high school campus.
- Major Sports and University Interscholastic League (UIL) Activities.** Early College students will be allowed to participate in major sports and UIL sponsored activities.
- 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 the Early Colleges to EPCC campuses for official school activities, such as daily classes in an approved schedule.

11. Enrollment in College Courses

- A. Placement Exams.** As a prerequisite to enrollment in College courses, each student shall apply for and be admitted to EPCC and shall successfully complete appropriate placement exams, where required. EPCC shall provide materials, support, and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations will contact the EPCC Center for Students with Disabilities (CSD) to arrange a meeting with a CSD Counselor. The placement exam will be administered at the high school that complies with EPCC's CSD-approved accommodations.
- B. Prerequisites.** Early College 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. Early College students will be enrolled in ECHS sections for core dual credit classes.
- C. Business Holds.** Early College 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 the Early College 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 the Early College. The Early College 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 Early College designee must add the student once more to the enrollment roster requesting enrollment once again.
- D. Degree Plans.** Early College students will only take College courses for dual credit or College credit courses that apply toward their EPCC degree plan or the degree plan of the transferring institution they have selected, whether such classes are taught at the Early Colleges or at the EPCC campus. Early College students will be advised on the transferability of all College credit offered and earned.
- E. State Assessment Testing.** The Early College Director will be responsible for informing the designated EPCC Dean of mandatory assessment testing dates. Early College 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, Early College students who have not yet graduated with an associate degree may continue to pursue their degree plan at EPCC, but they will complete a new Apply TX and assume all financial responsibility.
- G. College Graduation.** After Early College students graduate with their associate degree, they may continue to take College courses at EPCC, but they will complete a new Apply TX and assume all financial responsibility.
- H. EPCC Dual Credit Policy and Procedures.** In all cases, College courses for dual credit courses will adhere to EPCC's College Procedure GH2, "High School Dual Credit Program Requirements."
- I. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, EPCC and SISD agree to take any steps necessary to comply with the provisions of these laws. Coordination of services under the Agreement, enrollment of students, and providing 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 Early College students enrolled in such courses. The exception is for any Open Education 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 is also responsible for the First Day Adoption (FDAY) fee for those courses that offer this option and for which students have not opted out. SISD will fund placement testing fees. Other fees may apply, as outlined in the most recent Dual Credit Partnership Agreement approved and signed by both EPCC and SISD, except to the extent that such agreement provides for or allows fees of any nature to be assessed against students enrolled in a dual credit course (including, without limitation, three-peat fees, fees for enrollment after the Census Date, and other incurred fees).

13. Recruitment and Selection of Students

To secure the broadest applicant pool possible, the Early Colleges will recruit 8th grade students no later than the end of the spring semester of each year. SISD will recruit from middle schools throughout the district. A recruitment team comprised of the Early College Director, Early College Counselor, and on-site Early College staff will lead this effort. The recruiting process will include the following activities:

- A. Maintenance of an Early College website 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 TEA and Early College blueprint;
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of Early College students;
- E. A community informational meeting for students/parents interested in the Early Colleges;
- 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 each Early College will be open to a maximum of 135 students each year. This will be known as a cohort. Criteria for admission to the Early Colleges will allow 8th grade students to apply each year for the new cohort and enter the Early College as 9th graders. The majority of the students accepted to the Early Colleges will be those who are identified as "at risk" according to TEA guidelines, including low-income students and Emergent Bilingual.

In special circumstances, additional 9th graders 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. Collecting and Sharing Data

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

FERPA: For purposes of this Interlocal 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.

15. Records and Criminal History

Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. EPCC agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, SISD Board Policies, and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs services under this Agreement.

16. Advisory Committee

An Advisory Committee comprised of representatives from EPCC and SISD will meet at least quarterly to facilitate communication, evaluate instructional and programmatic activities, identify issues and challenges, make recommendations, and enhance collaboration. The Advisory Committee shall periodically make reports 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 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 Director, Early College Counselor, SISD District 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 SISD senior administrators will be members of the Early College High School Leadership Council ("ECHSLC"). The purpose of the ECHSLC is to provide a forum for the discussion of topics and issues of common interest and concern across all El Paso area Early College High Schools. Additionally, when appropriate, the Council will facilitate the coordination of activities and events (such as joint professional development) across the schools. Other members of the Council may include the District Office Liaisons, EPCC Campus Deans, EPCC Faculty Liaisons, Texas Education Agency Designated Coaches, 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. This group meets biannually.

18. Marketing and Co-branding

The Early Colleges are a strong and beneficial partnership between EPCC and SISD will be cobranded accordingly. EPCC and Early College 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, including the school's website. The logos must be the same size and in high-profile locations. SISD and the Early Colleges will state "Early College is a partnership between EPCC and SISD" when speaking, presenting, or discussing the initiative as well as in all written materials,

including but not limited to: news releases, website content, promotional materials, social media or other content. Signage, banners and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Except for written materials on jointly pre-approved Early College High School letterhead, masthead, or digital material posted in a jointly pre-approved format, these materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of DC/ECHS. Each party reserves the right to approve major signage, banners and other displays that will be displayed outside the EPCC campus to the general public. EPCC supplied logos, banners, or other identifying material should be displayed in each classroom used to teach Socorro ECHS 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.

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 SISD shall give notice of nonrenewal at least ninety (90) days prior to the end of the term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either EPCC or SISD shall have the right to terminate this Agreement with or without cause at any time during the term upon written notice to the other party. In the event of termination during the term of this Agreement, the effective date of termination shall be as of June 30 following the notice. It is the intent of the Parties that no termination shall be made or take effect at any time while the academic school year is in progress to avoid disrupting the academic progress of Early College students, unless the Parties mutually agree in writing. In the event of termination, the Early Colleges will continue operation through the 11th grade cohort's scheduled graduation from the Early College. 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, the Early Colleges 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. Liability of EPCC and SISD

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

21. 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 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 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 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: [Signature]
 James Vasquez, Interim Superintendent

Approved as to form:
[Signature]
 General Counsel, SISD

APPENDIX A

**SISD/EPCC Generic Course Sequence for Associate of Arts
(based on High School requirements and EPCC Core Curriculum)**

*This is a generic course sequence for most Liberal Arts fields (ex: Criminal Justice, Psychology, Sociology, English, etc.)
For other fields (ex: Business, Engineering, Nursing), please see your counselor for a more specific course sequence.

This course sequence is based on students entering high school with Algebra I and 1 year of foreign language credit.

9 th Grade Year				
Subject	High School FALL	High School SPRING	EPCC Course	EPCC hrs
ELAR	Honors English I	Honors English I		
Math	Honors Algebra II	Honors Algebra II		
Science	Honors Biology	Honors Biology		
S.S.	AP Human Geography	AP Human Geography		
Electives	DC MM/PFL/AVID	DC Prof. Comm.	EDUC 1300 / SPCH 1321	6
	AVID	AVID		
	Foreign Language	Foreign Language		
	Elective	Elective		

10 th Grade Year				
Subject	High School FALL	High School SPRING	EPCC Course	EPCC hrs
ELAR	Honors English II	Honors English II		
Math	Honors Geometry	Honors Geometry		
Science	Honors Chemistry	Honors Chemistry		
S.S.	DC TX Government	DC Psychology	GOVT 2306 / PSYC 2301 (S&B Block)	6
Electives	Fine Arts	Fine Arts ¹	ARTS 1301 ² (CA Block)	3
	Health	Elective		
	Elective	Elective		
	Elective	Elective		

11 th Grade Year				
Subject	High School FALL	High School SPRING	EPCC Course	EPCC hrs
ELAR	DC English III	DC English III	ENGL 1301 / ENGL 1302	6
Math	Dependent on Major	Dependent on Major	MATH XXXX ²	3-4
Science	AP Physics	AP Physics		
S.S.	DC US History	DC US History	HIST 1301 / HIST 1302	6
Electives	PE	PE		
	Field of Study (FOS)	Field of Study	FOS/FOS	6
	Elective	Elective		
	Elective	Elective		

12 th Grade Year				
Subject	High School FALL	High School SPRING	EPCC Course	EPCC hrs
ELAR	DC English IV ³	AP English IV	ENGL 2322 (L,P,C block)	3
Math	Dependent on Major ⁴	Dependent on Major		
Science	Dependent on Major	Dependent on Major	Science Lecture + Lab ²	4
	Dependent on Major	Dependent on Major	Science Lecture + Lab ²	4
S.S.	DC US Government	Economics ⁵	GOVT 2305	3
Electives	Field of Study	Field of Study	FOS/FOS	6
	Field of Study	Field of Study	FOS/FOS	6
	Elective	Elective		

¹Students may choose any course from the Creative Arts block. DC Fine Arts may be taken at the HS campus based on EPCC credentialed staff.

²Arts, Math, and Science are dependent on student career choice and/or major.

³ENGL 2322 fulfills the Language, Philosophy, and Culture block. Some Fields of Study prefer PHIL 2306. In this case, students will take AP English IV both semesters and PHIL 2306 as an elective.

⁴Depending on Field of Study, math courses may be complete after junior year (if Algebra I was taken in 8th grade).

⁵DC Economics may be needed for certain Fields of Study (ex: Business Administration & Management).

Students may accelerate to finish their associate degree at the end of their junior year or fall of their senior if they choose to take summer courses. For most degree plans, summer courses are not required to finish with an associate degree by the end of senior year.