



EL PASO
INDEPENDENT
SCHOOL DISTRICT

Interlocal Agreement
between El Paso County Community College District
and El Paso Independent School District
for the Operation of Transmountain Early College High School, a T-STEM Academy

This Interlocal Agreement is made and entered into between El Paso County Community College District (EPCC) and El Paso Independent School District (EPISD) for the purpose of operating and maintaining Transmountain Early College High School (TMECHS), a T-STEM Academy, effective as of this July 1, 2017 regardless of the date of execution.

1. Recitals

Whereas, EPCC and EPISD desire to maintain a small school or learning community so that students will have the opportunity to earn a high school diploma and a two-year Associate's Degree upon graduation; and

Whereas, EPCC and EPISD previously entered into interlocal agreements on May 8, 2008, July 1, 2011, and January 16, 2013 whereby the contractual term, set out in the latter agreement, was to be concluded on June 30, 2017.

Whereas, the term of this Agreement, therefore, shall commence upon approval of both parties and conclude on June 30, 2022, unless terminated earlier pursuant to section 14 hereof. This document supersedes all previous Interlocal Agreements between the parties regarding the TMECHS.

Whereas, EPCC and EPISD intend to continue to enroll students in grades 9-12 in TMECHS and to provide the financial support necessary to do so, including all resources allowed by law, including state, local, and federal funds; and

Whereas, TMECHS is located on the EPCC Transmountain campus, 9570 Gateway Boulevard North, El Paso, TX 79924, within the EPISD with no more than 500 students; and

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

Whereas, EPISD and EPCC are authorized to enter into an Interlocal Agreement pursuant to Section 791.001, Texas Government Code; and

Whereas, this Agreement will provide efficiencies and cost savings to EPISD and EPCC and will benefit the students and taxpayers of EPISD 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 Transmountain Early College High School, a T-STEM Academy, will provide a select population of high school students a unique educational opportunity to attend both high school and college in a special campus environment that will challenge students to excel in their academic and personal endeavors.

Students will have the opportunity to earn a high school diploma and a two-year Associate's Degree upon graduation.

3. Term

The term of this Agreement, therefore, shall commence upon approval of both parties and conclude on June 30, 2022, unless terminated earlier pursuant to section 14 hereof. This document supersedes all previous Interlocal Agreements between the parties regarding the TMECHS.

4. Definitions

A. 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 TMECHS by an EPISD teacher credentialed by EPCC;
- (ii) At the college campus taught by an EPCC faculty member;
- (iii) Through a distance education course taught by an EPCC faculty member.

B. College Credit courses are those courses for which students receive college credit only; these courses do not have a high school equivalency 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 education class.

5. Academic Plan

An academic plan developed by EPCC and EPISD enables each student to earn a high school diploma and an Associate's Degree. College credit will be earned through dual credit courses and enrollment in college classes at EPCC. TMECHS will administer all applicable statewide instruments under Subchapter B, Chapter 39 of the Texas Education Code. TMECHS, as stated above, is a T-STEM Academy, and is recognized as such. Both high school and college credit will be transcribed immediately upon a student's completion of the course.

A. Grading Periods and Policies. TMECHS will adhere to the grading periods and policies of the EPISD as well as the school calendar for high school credit courses, but will adhere to the grading periods and policies of EPCC for dual credit and college credit courses.

B. Courses of Study. TMECHS will continue to primarily provide courses of study which meet the Science, Technology, Engineering and Mathematics (STEM) blueprint. Campus-wide guest speakers, fieldtrips, and projects will be STEM focused. Additional courses of study will be approved by the Campus Principal and EPCC Dean on an individual basis.

C. Curriculum Alignment. A curriculum framework will be used that enables each student the opportunity to earn a high school diploma and an Associate's Degree within four years. The curriculum alignment will be reviewed by EPCC and EPISD personnel on an annual basis and updates will be documented in the annual ECHS Re-designation Application.

D. Instructional Materials. Textbooks for TMECHS students will be provided by the EPISD. All other instructional materials for college credit courses and research activities will be provided jointly by EPCC and EPISD. In all cases, EPISD will provide those items typically required for

purchase by students. For dual credit courses, EPISD will be responsible for all instructional items. For college credit courses only, EPCC will provide supplies/consumables typically provided as part of the curriculum.

E. Instructional Calendar. The TMECHS students will follow the instructional calendar for both EPISD and EPCC as it relates to enrolled coursework. Students enrolled in dual credit classes taught at the high school and high school courses will attend classes on days outlined in the EPISD Instructional Calendar. Students enrolled in college courses taught on the college campus will attend classes on days outlined in the EPCC Instructional Calendar.

F. Student Enrollment and Attendance Policies. TMECHS students are required to meet the EPISD attendance requirements for all EPCC/dual credit and high school courses and the EPCC attendance requirements for all college courses taught by an EPCC instructor.

6. General Roles and Responsibilities

A joint meeting will be held in January of every year to discuss budgetary commitments for the next fiscal year, e.g. utilities and infrastructure to support consideration for other projects.

A. EPCC. EPCC will be responsible for:

- (i) Continue providing the land for portable and modular buildings and site preparation, including handicapped accessibility as required by applicable law;
- (ii) Continue preparing the site for portable and modular buildings; and providing utility lines and stub-outs at the building sites, concrete footings as needed for portable and modular buildings, and skirting for the portable buildings. In reference to i and ii, EPCC agrees pending administrative review of request for additional portables and budgetary availability.
- (iii) Any settling repairs associated with storm water run-off to include leveling, skirting, and stucco.
- (iv) Sharing in the professional development of TMECHS instructors;
- (v) Sharing in the providing of college courses as appropriate and negotiated;
- (vi) Designating an EPCC Dean to serve as an administrative liaison to TMECHS;

B. EPISD. EPISD will be responsible for:

- (i) Recruiting students;
- (ii) Providing and transporting portable classrooms and modular buildings and hook-ups for installation;
- (iii) Hiring and supervising staff;
- (iv) Developing the high school curriculum;
- (v) Operating and managing the school;

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

- (i) Aligning the high school and college courses;
- (ii) Sharing in the scheduling of college courses for TMECHS;
- (iii) Advising students throughout their collegiate academic experience;
- (iv) Respectively entering high school or college credit into a student's transcript immediately upon a student's completion of the course.

7. Staffing

All Staff for TMECHS shall be employees of EPISD. EPISD shall pay all salaries and provide benefits. EPCC shall have no responsibility to compensate or provide benefits to any of the staff of TMECHS. Once it is fully staffed for no more than 500 students, TMECHS will have the following personnel:

- Principal
- Assistant Principal
- 2 Counselors
- 25-30 teachers
- Nurse
- Principal's Secretary
- Campus Clerk-Bookroom/Attendance
- PEIMS clerk/registrar
- Parental Engagement Leader
- Active Learning Leader
- Appropriate support staff to include custodians and kitchen staff
- Part-time TSI Test Coordinator/Proctor

The staffing will aim for a limit of twenty-five (25) students per class. Some staff may need to be hired on a part-time basis to better accommodate the needs of students.

The appropriate TMECHS/EPCC instructional dean will serve on the interview committees for the TMECHS administrative positions, such as principal and assistant principal.

Appropriate EPCC faculty will be invited to serve on the TMECHS teacher interview committees. For those areas in which dual credit classes will be offered, TMECHS will recommend to the EPISD Human Resources Department teachers who meet EPCC credentialing requirements.

TMECHS and EPCC counselors will work in tandem to ensure that every TMECHS student's degree plan requirements toward college graduation are met. Once the degree plan has been approved by the EPCC counselor assigned to TMECHS, the TMECHS counselor will be responsible for overseeing every TMECHS student's degree plan requirements.

In the event EPCC provides the instructor, cost sharing will be done according to the most recent Dual Credit partnership agreement.

8. Use of Facilities

A. Buildings and Site.

EPCC will continue to provide a site for the TMECHS on the Transmountain campus. EPISD has already moved single classroom portable buildings currently owned by EPISD to the site set aside by EPCC at EPISD's expense and has placed the buildings for use as TMECHS classrooms. EPCC has placed stucco on the exterior of the single classroom portable buildings within one year of their installation at its expense in order to coordinate their appearance with other buildings on the EPCC campus, and EPISD has, and will continue to, complete such other improvements, additions, and construction to the portable building interiors, such as partitioning and related work, as may be reasonably necessary for the use of the TMECHS program. The portable buildings shall remain the property of EPISD except as provided herein below. The parties agree that said portable classroom portable buildings moved to the site by EPISD will have only

nominal value at the conclusion of five years from the effective date of this Agreement. If this Agreement remains in effect for two years, said single classroom portable buildings shall become the property of EPCC, as further consideration to it for its performance hereunder, but shall remain dedicated to the ECHS program for so long as the program exists. Accordingly, if this Agreement is terminated at any time after two years, said single classroom portable buildings will be left on the EPCC campus, and there will be no need for EPCC to reimburse EPISD for any amounts for the value of said buildings. However, if this Agreement is terminated or non-renewed within two years of the date hereof, EPISD will be reimbursed for the reasonable fair market value of said portable buildings, and said portable buildings shall become the property of EPCC. EPCC and EPISD shall attempt in good faith to mutually agree on the fair market value. If EPCC and EPISD cannot mutually agree on the reasonable fair market value of the buildings, they shall submit the dispute to alternative dispute resolution procedures authorized by Chapter 2009 of the Texas Government Code, and should those procedures not result in resolution, then they shall submit the matter to binding arbitration by an arbitrator mutually appointed by the parties, pursuant to the Texas General Arbitration Act, codified at Chapter 171 of the Texas Civil Practice & Remedies Code.

The original 28 portable classrooms are the property of EPCC. Additionally, EPISD has, and will continue to, install modular buildings at the site set aside by EPCC, specifically for the TMECHS program, at its expense, for use as a cafeteria, science lab(s), and possibly other purposes. These modular buildings will remain the property of EPISD. If this Agreement is terminated or non-renewed, EPCC may purchase such modular buildings from EPISD if the parties can mutually agree on a purchase price. Otherwise, EPISD shall remove the modular buildings from EPCC property at its expense within one year of the effective date of the termination or non-renewal. EPCC will not place stucco on the exterior of said modular buildings, or otherwise do anything that would complicate or obstruct the removal of said modular buildings from EPCC property by the EPISD at such time as this Agreement is terminated or non-renewed, or at such earlier time as such modular buildings may no longer be needed for the ECHS program. Provided, however, that if this Agreement remains in effect for 27 years, then said modular buildings shall become the property of EPCC, as further consideration to it for its performance hereunder, but shall remain dedicated to the ECHS program for so long as the program exists.

B. Use of Facilities.

EPISD shall use the facilities solely for TMECHS, and other school-related functions, and for no other purpose, without the prior written consent of EPCC. The TMECHS students will have access to all EPCC facilities, services and resources as afforded to all other EPCC students. EPCC will have use of the TMECHS facilities during times when they are not in use by the high school by following the guidelines established through the EPISD Facility Use Policy, GKD (Local). TMECHS will provide janitorial services as a courtesy.

TMECHS will have use of the EPCC facilities based on availability for events such as proms, dances, graduation dinners, and recruitment activities. EPCC will provide janitorial services as a courtesy.

C. Maintenance.

EPCC shall continue to provide grounds maintenance at its expense; EPISD shall continue to provide maintenance of all the TMECHS buildings as necessary, including maintenance of HVAC and mechanical systems. EPISD will also continue to provide custodial staff to clean and maintain the buildings. EPISD shall be responsible only for day-to-day maintenance.

D. Utilities.

EPCC shall continue to provide and pay for all utilities used by TMECHS including electricity, water, sewer and gas. EPISD shall continue to provide and pay for all communications facilities including telephone, email, and computer networks.

E. Insurance.

EPISD shall continue to insure its TMECHS buildings under its property insurance policies against all casualty loss for so long as the buildings are owned by it. EPCC shall be responsible for insuring the TMECHS buildings upon transfer of ownership to EPCC. In the event of casualty loss of all or any part of the buildings, the owner of the building shall be responsible for rebuilding or repair caused by the casualty loss.

F. Ground Lease.

In consideration of the mutual covenants and agreements of this Interlocal Agreement, and other good and valuable and consideration, but without the necessity of payment of any monetary rent as such, EPCC as Landlord, demises and leases to EPISD as Tenant, and EPISD leases from EPCC, on the ground lease basis, that real property upon which the EPISD portable and modular buildings have been placed, in accordance with the site drawing submitted with the Agreement signed in 2008. EPCC grants EPISD reasonable ingress and egress, including, without limitation, the right to use all adjacent streets, sidewalks, alleys, and other means of access, to and from the real property covered by this ground lease through adjoining property owned and/or controlled by EPCC. The term of this ground lease shall be coterminous with the term of this Interlocal Agreement, provided, however, that to the extent the ownership of any buildings is transferred hereunder to EPCC, EPISD shall be considered to have a lease on the building itself as well as the underlying real property for so long as this Interlocal Agreement is in effect. EPISD has inspected the real property, and accepts same in its present condition AS IS, such property, in EPISD's sole judgment and opinion, being suitable for EPISD's intended use and purpose. After certain sites on the property are prepared by EPCC for the installation of portable and modular buildings, EPISD shall inspect such sites and the corresponding preparation, and should installation of the buildings then proceed, EPISD shall be deemed to have accepted the real property and improvements in such condition. AS IS, WHERE IS, as being suitable for EPISD's use and purpose. EPCC makes no representation or warranty, express or implied, regarding the real property or the improvements EPCC is to make, as to merchantability or fitness for a particular purpose or use in any manner whatsoever. Provided, however, that EPCC shall remain responsible to correct and repair any defects in materials or workmanship which may be discovered within one year of the effective date of this Agreement regarding the items that it is responsible to provide under Article 6.A (i) and (ii) hereinabove, including the pads, footings, and stub-outs.

G. Safety and Health.

- (i) In case of a health emergency on the TMECHS campus, the EPISD Crisis Management Plan will be followed. If the health emergency occurs on an EPCC campus, EPCC police will be the first responder but will not be responsible for providing non-life threatening health care for any TMECHS student. It is EPISD's responsibility to ensure nursing staff hold the necessary credentials.

- (ii) In the case of any other emergency, the attached Police Services MOU will be implemented.

9. Student Services

- A. **Student Services Provided by EPISD.** Except as expressly set forth herein, EPISD shall provide student services for the students in TMECHS, including, health services, counseling services, tutorial services, transportation, food service, all high school books and teaching materials, and all college textbooks (see Section 5.D.). By July 1 of each year, EPISD 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 EPISD at the TMECHS, TMECHS students will be issued an EPCC ID and will have open access to EPCC's online library databases, materials, and resources. TMECHS students will have access to on-campus EPCC tutoring centers, Academic Computer Services labs, and libraries. TMECHS 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 are requested enrollment in dual credit courses and college credit courses. A fee of \$150 will be assessed for each student enrolled after EPCC's Census Date when it is determined that the student or TMECHS was responsible for not meeting that deadline.
- C. **Codes of Conduct.** TMECHS students will adhere to all the requirements of the EPISD Student 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 EPISD Student Code of Conduct and the EPCC Code of Conduct, the EPISD Student Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used.
- D. **Transportation.** Transportation will be at the discretion of EPISD and not the responsibility of EPCC. EPISD will ensure bus routes for students attending courses at all EPCC site facilities during the fall and spring terms. EPISD will provide round-trip transportation for students from TMECHS to EPCC campuses for official school activities, such as daily classes in an approved schedule.

10. Professional Development of Staff

EPISD shall continue to be responsible for professional development of all full-time and part-time staff assigned to TMECHS, including, without limitation staff development aimed at working with at-risk students and technology. TMECHS faculty will participate in the professional development activities of EPCC, Educate Texas, and the agency designated by the Texas Education Agency (TEA) to provide early college high school leadership coaching and technical assistance.

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 have successfully completed appropriate placement

exams. 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 Center for Students with Disabilities (CSD) at EPCC to arrange a meeting with the CSD Counselor. The placement exam will be administered at the high school with EPCC CSD approved accommodations.

- B. Prerequisites.** TMECHS students must meet the prerequisite for any college course they register for; 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. TMECHS students should be enrolled in ECHS sections for core dual credit classes.
- C. Business Holds.** TMECHS students will be enrolled in EPCC courses upon the timely receipt of the pre-registration/advising paperwork by the EPCC Registrar. If a TMECHS student has a "business hold," the student will be enrolled in the class and the TMECHS administration (Principal, Assistant Principal, or Counselor) will be notified and will be responsible for assisting the student in clearing the business hold. If a TMECHS student has not cleared the "business hold" prior to the "drop date" before the first day of class, the student will be dropped from the courses enrolled and the TMECHS administration will be immediately notified of the drop by the EPCC Counselor.
- D. Degree Plans.** TMECHS students will only take college credit courses that apply towards their EPCC degree plan or the degree plan of the transferring institution they have selected. This applies whether classes are taught at the TMECHS or at the EPCC campus. TMECHS students will be advised on the transferability of all college credit offered and earned.
- E. State Assessment Testing.** TMECHS students will be responsible for informing EPCC instructors, and the TMECHS Principal will be responsible for informing the EPCC Transmountain Deans of dates for all state assessment testing and for ensuring that missed work is completed.
- F. High School Graduation.** Upon high school graduation, TMECHS students who have not yet graduated with an Associate's Degree may continue to pursue their degree at EPCC but will assume all financial responsibility.
- G. College Graduation.** After TMECHS students graduate with their Associate's Degree, they may continue to take college courses at EPCC but will assume all financial costs.
- H. EPCC Dual Credit Policy and Procedures.** In all cases, dual credit courses will adhere to EPCC's College Dual Procedure 6.00.01.30 "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, EPISD 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 based upon individual needs and requirements of the required program of study. Accommodations will be provided by EPISD. Accommodations for special education students enrolled in dual credit courses must adhere to EPCC's accommodations policy.

12. College Curriculum

EPCC will have full control over faculty assignments, faculty credentials and faculty evaluations to include classroom observations, student evaluations, and composite evaluations for all dual credit sections as it pertains to college courses. The classroom and laboratory facilities in which dual credit courses are taught must meet College standards. EPCC will evaluate these facilities and document compliance prior to these courses being taught at TMECHS. EPCC will have full control over the college curriculum, EPCC Student Learning Outcomes, and college textbook selection. EPCC will have full control over the college syllabi. EPCC Student Learning Outcomes will be assessed in courses awarding EPCC credit. EPCC General Education Outcomes and Competencies/Core Curriculum will be assessed according to EPCC's assessment design. EPCC will not provide classes that only meet the high school requirements. TMECHS teachers will comply with any Student Learning Outcomes assessments and interventions as required by the college disciplines.

13. Fees, Tuition, and Testing Fees for College Courses

EPCC shall continue to waive tuition and fees for college credit courses for each TMECHS student enrolled in such courses, provided, however, that such courses are related to the student's official course of study. EPISD will fund placement testing fees.

14. 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 party 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 TMECHS, unless the parties mutually agree.

If EPISD and EPCC decide to discontinue the operation of the TMECHS, they agree to the following provisions:

- A. If TMECHS has an 11th grade cohort, it will continue operation through that cohort's scheduled graduation from TMECHS.
- B. The 9th and 10th grade cohorts will transfer to their home high schools at the end of the school year in which EPISD and EPCC decide to close TMECHS.
- C. If TMECHS begins a process of discontinuing operation, TMECHS will not enroll any additional students in the grades that have been phased out.
- D. If TMECHS begins a process of discontinuing operations, TMECHS will meet all of the required design elements of this Agreement and provide appropriate support for all students enrolled.

15. Recruitment and Selection of Students

To secure the broadest applicant pool possible, TMECHS will recruit qualified eighth grade students from all EPISD middle schools no later than January of each year. In addition, eighth grade applicants from

community private schools and from students relocating to El Paso from out of town will be eligible to submit an application for consideration. A maximum of 125 students will be selected for admission each year. A recruitment team comprised of the TMECHS Principal and on-site TMECHS staff will spearhead this effort. The recruiting process will include the following activities:

- A. Creation of a TMECHS web site that provides recruitment and admission information with links to the EPCC homepage, EPCC Library homepage, and the EPCC Dual Credit/ECHS Program homepage;
- B. Distribution of recruitment/admission packets to middle school students in the school district;
- C. Meetings with middle school counselors to introduce and explain the concept of the ECHS;
- D. Student meetings at all middle school campuses explaining the opportunities and commitment required of TMECHS students;
- E. Conduct a community TMECHS informational meeting for interested students/parents in the EPCC FORUM Auditorium by December;
- F. Presentation of recruitment and admission information in a bilingual mode;
- G. The content of any publication bearing both names (EPCC and TMECHS) will be jointly approved and shall follow by EPCC and EPISD procedures.

Admission to TMECHS will be open to a maximum of 500 students served by the EPISD. Criteria for admission to the TMECHS will allow only 8th grade students to apply each year. The majority of the students accepted to the TMECHS will be those who are at risk of dropping out of high school or who wish to accelerate completion of the high school program; including first-generation college-goers, low-income students, and English language learners. If the number of students applying for admission to TMECHS exceeds the number of available spaces, admission will be completed using a lottery system. Once a student has been accepted to TMECHS, if he/she moves to a neighboring district, he/she will be allowed to continue attending TMECHS subject to EPISD Policy FDB (Local). However, these students will be required to transfer to EPISD and provide their own transportation to the TMECHS.

16. Marketing and Co-branding

TMECHS is a strong partnership between EPISD and EPCC and will be co-branded accordingly. EPCC and TMECHS logos will appear jointly and prominently on all media/marketing materials and school marquee. TMECHS will state, "The TMECHS is a partnership with EPCC and EPISD" when speaking, presenting, or discussing the initiative as well as in writing news releases, website content, promotional materials, or other written content. These materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Office of the Vice President of Instruction and Workforce Education. The EPCC logo, banner, or flag will be displayed in each classroom used to teach TMECHS students.

17. Collecting and Sharing Data

EPISD and EPCC agree to collect data associated with TMECHS required for reporting purposes and to share the data with the appropriate agencies or needed for internal purposes for use by either entity. The EPISD and EPCC Research departments will be the primary point of contact for all data collection for their respective institutions. In addition, EPISD and EPCC agree to share any data required for the successful completion of the TMECHS students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be conferred with when requesting and sharing data. When selected, TMECHS will participate in instruction success and facility satisfaction surveys and other local or national surveys administered to EPCC students. EPISD 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 TMECHS 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; EPISD data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level.

FERPA: For purposes of this Interlocal Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates EPISD as a college official with a legitimate educational interest in the educational records of the students who participate in the Early College High School Program to the extent that access to the records are required by the EPISD to carry out the Program; and the EPISD 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.

18. Advisory Committee

An Advisory Committee comprised of representatives of EPCC and EPISD will meet periodically 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 make reports periodically to their respective boards or appropriate administrators. Specifically, the advisory will meet in order to:

- A. Develop and implement academic and professional policy;
- B. Develop and implement budgets and financial policy;
- C. Provide input in the qualifications needed for hiring of the TMECHS Principal;
- D. Supervise annual evaluation of the program and effectiveness of the collaboration;
- E. Insure adherence to state and federal regulations and accreditation;
- F. Review, annually, the interlocal and/or articulation agreements and to suggest revisions as necessary.

Members of the Advisory Committee will include: EPCC DC/ECHS Program Associate Director (Student Services), EPCC Executive Director of Admissions and Registrar, EPCC Dean (Liaison to TMECHS), EPCC Dean of Dual Credit and ECHS, EPCC ECHS Counseling Coordinator, EPCC Counselor, TMECHS Principal, TMECHS Assistant Principal, TMECHS Counselor, EPISD Central Office personnel, and others as invited to participate, including parent and student representatives.

19. Early College High School Leadership Council

Representatives from the Advisory Committee 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. Members of the Council will include the EPCC Vice President of Instruction and Workforce Education, Principals, District Office Liaisons, EPCC Deans, EPCC Faculty Liaisons, Communities Foundation of Texas Intermediary, Texas Association of Community Colleges/Texas Education Association Intermediary, UTEP Provost, and the UTEP STEM Center. It is firmly believed that this new management and organizational tool will enhance the operation of the high schools and ensure consistency in operation, while still allowing for the individuality of each Early College High School. This group will meet quarterly.

20. Liability of EPCC and EPISD

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. EPISD 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. For purposes of responsibility and liability for any claims by its students, said students shall be considered to be students of the EPISD. EPISD and EPCC expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law. This agreement does not create any obligation by one party to indemnify the other, nor does it create any rights in any third parties.

21. Miscellaneous

A. Integrated Agreement.

This Agreement constitutes the entire agreement of the parties respecting the subject matter hereof 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

El Paso Independent School District
P.O. Box 20100
El Paso, TX 79998
Attn: Superintendent of Schools

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 shall be governed in all respects in accordance with the laws of the State of Texas, and shall be performable in El Paso County, Texas.

E. Assignment Prohibited.

This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the parties.


F. 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.


Signed and approved effective as of the date shown above.

EPCC:

EL PASO COUNTY COMMUNITY COLLEGE
DISTRICT

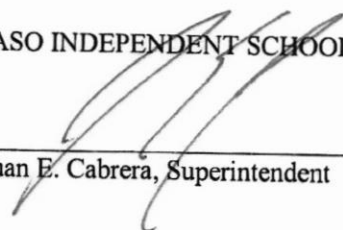
By: 
William Serrata, Ph.D., President

Approved as to form:


Edward Dunbar, General Counsel, EPCC

EPISD:

EL PASO INDEPENDENT SCHOOL DISTRICT

By: 
Juan E. Cabrera, Superintendent

Approved as to form:


Jeanne C. Collins, General Counsel, EPISD