



**Interlocal Agreement
between El Paso County Community College District
and Tornillo Independent School District
for the Development and Support of
Tornillo Early College High School**



This Interlocal Agreement (the “Agreement”) is made and entered into between El Paso County Community College District (EPCC) and Tornillo Independent School District (TISD) (collectively, the “Parties”) for the purpose of the development and support of Tornillo Early College High School (Tornillo ECHS), effective as of this 3rd day of April 2020.

1. Recitals

WHEREAS, EPCC and TISD desire to collaborate for the development and support of an early college high school so that students would have the opportunity to earn a high school diploma and a two-year Associate's Degree upon graduation from the early college high school;

WHEREAS, EPCC and TISD intend to enroll students in grades nine (9) through twelve (12) in Tornillo ECHS;

WHEREAS, Tornillo ECHS will be located at 430-D Oil Mill Rd., Tornillo, Texas, 79853, with no more than one hundred and twenty (120) students;

WHEREAS, the goals of the Tornillo ECHS 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 TISD students a seamless transition between high school and college;

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

Tornillo ECHS in Tornillo ISD will engage all students in unique educational opportunities 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, an Associate’s Degree, and/or embedded certificates from EPCC upon high school graduation.

3. Term

The term of this Agreement is for five (5) years commencing on April 3, 2020, and concluding on April 2, 2025, unless terminated earlier pursuant to paragraph 18 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 Tornillo ECHS by a TISD 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. ECHS Sections refer to dual credit courses in a high school that are designated for ECHS students only.

5. Academic Plan

An academic plan developed by EPCC and TISD 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. Tornillo ECHS will administer all applicable statewide assessments 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. Tornillo ECHS 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.** Tornillo ECHS 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 TISD as well as the school calendar for high school credit courses.
- C. Courses of Study.** Tornillo ECHS 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 Tornillo ECHS Advisory Committee (composed of EPCC and TISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") re-designation application.



Tornillo Independent School District - El Paso Community College



Tornillo Early College High School

Crosswalk



| Freshman Year | Credit | EPCC Course | Credits |
|--|-----------|--|--------------|
| P/AP Biology | 1 | | |
| P/AP English 1 | 1 | | |
| P/AP Algebra 1/P/AP Algebra 2 | 1 | | |
| World Geography | 1 | | |
| Spanish 1 or CTE Endorsement Elective | 1 | | |
| PE | 1 | | |
| DC Speech | 0.5 | SPCH 1321 | 3 |
| DC Learning Framework | 0.5 | EDUC 1300 | 3 |
| AVID 1 | 1 | | |
| Total Credits | 8 | | 6 |
| Freshman Summer | Credit | EPCC Course | Credits |
| Geometry (If Algebra 1 not taken in 8th grade) | 1 | | |
| Total Credits | 1 | | |
| Total 9th Grade Credits | 9 | | 6 |
| Sophomore Year | Credit | EPCC Course | Credits |
| P/AP Chemistry | 1 | | |
| P/AP English 2 | 1 | | |
| P/AP Algebra 2 | 1 | | |
| World History | 1 | | |
| Spanish 2 or CTE Endorsement Elective | 1 | | |
| AVID 2 | 1 | | |
| DC Special Topics | 0.5 | Social and Behavioral Sciences | 3 |
| DC Special Topics | 0.5 | Language, Philosophy, & Culture | 3 |
| DC Special Topics | 0.5 | Creative Arts | 3 |
| DC Special Topics | 0.5 | GOVT 2305 | 3 |
| Total Credits | 8 | | 12 |
| Sophomore Summer | Credit | EPCC Course | Credits |
| DC Science | 1 | Life and Physical Science (Plus Lab if required) | 6-8 |
| Total Credits | 1 | | 6-8 |
| Total 10th Grade Credits | 9 | | 18-20 |
| Junior Year | Credit | EPCC Course | Credits |
| Physics | 1 | | |
| DC English | 1 | ENGL 1301/1302 | 6 |
| P/AP Pre-Calculus | 1 | DC Math | 6 |
| DC US History | 1 | HIST 1301/1302 | 6 |
| Spanish AP | 1 | | |
| AVID 3 | 1 | | |
| CTE Endorsement Elective | 1 | | |
| Elective | 1 | | |
| Total Credits | 8 | | 18 |
| Junior Summer | Credit | EPCC Course | Credits |
| DC Elective | 0.5 | EPCC FOS | 3 |
| DC Elective | 0.5 | EPCC FOS | 3 |
| Total Credits | 1 | | 6 |
| Total 11th Grade Credits | 9 | | 6 |
| Senior Year | Credit | EPCC Course | Credits |
| Anatomy/Pathophysiology | 1 | | |
| AP English 4 | 1 | | |
| DC Math/Calculus | 1 | | |
| CTE Endorsement Elective | 1 | | |
| AVID 4 | 1 | | |
| Economics or DC Economics | 0.5 | ECON 2301 | 3 |
| DC Govt | 0.5 | GOVT 2306 | 3 |
| DC Elective | 0.5 | EPCC FOS | 3 |
| DC Elective | 0.5 | EPCC FOS | 3 |
| DC Elective | 0.5 | EPCC FOS | 3 |
| DC Elective | 0.5 | EPCC FOS | 3 |
| Total 12th Grade Credits | 8 | | 18 |
| Total HS Credits | 35 | Total EPCC Credits | 60-62 |

E. Instructional Materials. Textbooks for Tornillo ECHS students will be provided by TISD. All other instructional materials for college credit courses and research activities will be provided jointly by EPCC and TISD. In all cases, TISD will provide those items typically required for purchase by students. For college courses for dual credit, TISD 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. Tornillo ECHS students will follow the instructional calendar for both TISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the TISD Instructional Calendar. Students enrolled in dual credit or college credit courses will attend classes on days outlined in the EPCC Instructional Calendar.

G. Student Enrollment and Attendance Policies. Tornillo ECHS students are required to meet TISD attendance requirements for all dual credit and high school courses and EPCC attendance requirements for all college credit courses taught by an EPCC credentialed instructor.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

- (i) Admitting qualified students into EPCC;
- (ii) Providing professional development opportunities for Tornillo ECHS credentialed instructors credentialed by EPCC;
- (iii) Providing college courses as appropriate; and
- (iv) Awarding college credit to qualified Early College students

B. TISD. TISD will be responsible for:

- (i) Recruiting students;
- (ii) Hiring and supervising staff;
- (iii) Developing and delivering the high school curriculum; and
- (iv) Operating and maintaining the Tornillo ECHS facilities, except as otherwise provided in Section 7.C. below.

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

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

7. Use of Facilities

A. Buildings and Site. TISD will house the Tornillo ECHS at 430-D Oil Mill Rd., Tornillo, Texas, 79853. The space will include core learning classrooms including library and learning resources as well as administrative and student support areas. All Tornillo ECHS classes will be located in a dedicated and contiguous space: a separate, two-story, stand-alone building adjacent to the main building. Construction and installation, maintenance, utilities, and operation will be at TISD's sole expense.

B. Safety and Health. In case of a health emergency on the Tornillo ECHS campus, the TISD 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 Tornillo ECHS student.

8. Staffing. All Tornillo ECHS staff shall be exclusive employees of TISD (“TISD Staff”). There will be no joint employment relationship between EPCC and TISD of any TISD staff. TISD shall exclusively pay all salaries and provide benefits to all TISD Staff. Except as otherwise provided herein, EPCC shall have no responsibility to control, discipline, hire, terminate, compensate, or provide benefits to any of the TISD Staff.

Tornillo ECHS will staff the school with the following personnel, provided, however, that until the maximum enrollment is reached, TISD shall provide a staff sufficient to deal with the then current enrollment:

- Tornillo ECHS Principal, shared with Tornillo High School;
- A Counselor, shared with Tornillo High School;
- The appropriate number of highly qualified teachers based on enrollment and/or curriculum needs
- A Nurse, shared with Tornillo High School;
- A Secretary, shared with Tornillo High School;
- A Clerk, shared with Tornillo High School;
- A PEIMS clerk/register, shared with Tornillo High School;
- A Security Guard, shared with Tornillo High School;
- A Campus Technologist, shared with Tornillo High School;
- A Librarian, shared with Tornillo High School.

Maximum enrollment for Tornillo ECHS is 120 students. The staffing will comply with EPCC’s Enrollment Optimum but strive for a limit of twenty-five (25) students per class.

Tornillo ECHS counselors will be responsible for overseeing every Tornillo ECHS student's degree plan requirements once the plan has been approved by the EPCC counselor.

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

The EPCC administrative liaison will serve on the hiring committees for the Tornillo ECHS administrative positions.

EPCC discipline faculty will serve on the Tornillo ECHS’s teacher- hiring committees. For those areas in which onsite dual credit classes will be offered, the Tornillo 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 TISD 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 students are enrolled in sections at an EPCC campus.

9. Professional Development of Staff

TISD shall be responsible for professional development of all full-time and part-time staff assigned to Tornillo ECHS, including staff development aimed at working with technology and at-risk students. Tornillo ECHS faculty at TISD’s cost will participate in the professional development activities of EPCC,

and the agency designated by the Texas Education Agency (TEA) to provide ECHS leadership coaching and technical assistance.

10. Student Services

- A. Student Services Provided by TISD.** Except as expressly set forth herein, TISD shall provide student services for the students in Tornillo ECHS, including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. By July 1 of each year, TISD 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 TISD at the Tornillo ECHS, 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. Tornillo ECHS students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated Tornillo ECHS librarians with appropriate log-ins to access EPCC Library resources. EPCC Librarians will provide training to designated Tornillo ECHS Librarians on available EPCC resources. Tornillo ECHS 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.** Tornillo ECHS students will adhere to all the requirements of the TISD 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 TISD Code of Conduct and the EPCC Code of Conduct, the TISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used.
- D. Major Sports and University Interscholastic League (UIL) Activities.** As a school within a school, Tornillo ECHS students will be allowed to participate in major sports and UIL sponsored activities.
- E. Transportation.** Transportation will be at the sole discretion of TISD and not the responsibility of EPCC. TISD will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms. TISD will provide round-trip transportation for students from Tornillo ECHS 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.** Tornillo ECHS 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. Tornillo ECHS students will be enrolled in ECHS sections for core dual credit classes.
- C. Degree Plans.** Tornillo ECHS students will only take 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 Tornillo ECHS or at the EPCC campus. Tornillo ECHS students will be advised on the transferability, and applicability of all college credit offered and earned.
- D. State Assessment Testing.** Tornillo ECHS students will be responsible for informing EPCC instructors of dates for all state assessment testing dates and for ensuring that missed work is completed.
- E. High School Graduation.** Upon high school graduation, Tornillo ECHS students who have not yet graduated with an Associate degree may continue to pursue their degree plan at EPCC but will assume all financial responsibility.
- F. College Graduation.** After Tornillo ECHS students graduate with their Associate's Degree, they may continue to take college courses at EPCC, but they will assume all financial costs.
- G. EPCC Dual Credit Policy and Procedures.** In all cases, dual credit courses 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, TISD 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 TISD. 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 each Tornillo ECHS student 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, TISD is responsible for the OER fee. TISD 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, Tornillo ECHS will recruit eighth grade students no later than the end of the spring semester of each year. TISD will recruit from its middle school feeder pattern. A recruitment team comprised of the Tornillo ECHS Principal and on-site Tornillo ECHS staff will lead this effort. The recruiting process will include the following activities:

- A. Creation of a Tornillo ECHS 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 ECHS;
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of Tornillo ECHS students;
- E. Conduct a community Tornillo ECHS informational meeting for interested students/parents;
- F. Presentation of recruitment and admission information in a bilingual mode.

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 Tornillo ECHS will be open to a maximum of 30 students each year served by the TISD. This will be known as a cohort. Criteria for admission to the Tornillo ECHS will allow eighth grade students to apply for the new cohort each year and enter Tornillo ECHS as ninth graders. The majority of the students accepted to the Tornillo ECHS will meet the TEA Blueprint guidelines.

In special circumstances, additional ninth graders, who meet the criteria for Tornillo ECHS, will be allowed to apply for any available openings in the cohort, as long as they do not exceed the maximum of 120 students. These students will be integrated into the existing cohort.

14. Collecting and Sharing Data

TISD and EPCC agree to collect data associated with Tornillo ECHS required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. TISD and EPCC Research departments will be the primary point of contact for all data collection for their respective institutions. In addition, TISD and EPCC agree to share any data required for the successful completion of the Tornillo ECHS students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be consulted when requesting and sharing data or conducting research. When selected, Tornillo ECHS will participate in student success, facility satisfaction surveys, and other local or national surveys administered to EPCC students. TISD 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 ECHS 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; TISD 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.

FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates TISD 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 TISD to carry out the Program; and TISD 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. Advisory Committee

An Advisory Committee comprised of representatives of EPCC and TISD 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 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. 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 Principal, Early College Counselor, and others as invited to participate.

16. Early College High School Leadership Council

Representatives from the Advisory Committee (Early College Principal, EPCC Deans, EPCC DC/ECHS Associate Director, and TISD Directors) in addition to EPCC and TISD senior administrators will be members of the Early College High School Leadership Council (ECHSLC). The purpose of the ECHS 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. Members of the Council may also include the, District Office Liaisons, EPCC Campus Deans, EPCC Faculty Liaisons, Texas Education Agency, 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 will meet biannually.

17. Marketing and Co-branding

Tornillo ECHS is a strong and beneficial partnership between TISD and EPCC and will be co-branded accordingly. EPCC and Tornillo ECHS logos will appear jointly and prominently on all media/marketing materials, school marquees, verbal and non-verbal messaging, and anywhere else the program is visible. The logos must be of the same size and in high profile locations. TISD and Tornillo ECHS will state, "Tornillo ECHS is a partnership between EPCC and TISD," 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. These materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of DC/ECHS. The EPCC logo, banner, or flag will be displayed in each classroom used to teach Tornillo ECHS students. TISD is responsible for ensuring that departments producing materials 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.

18. 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 TISD 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 TISD 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 Tornillo ECHS, unless the Parties mutually agree. In the event of termination, Tornillo ECHS will continue operation through the 11th grade cohort's scheduled graduation from Tornillo ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement. While in the process of discontinuing operation, Tornillo ECHS 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.

19. Liability of EPCC and TISD

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

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

Tornillo Independent School District
19200 Cobb Ave.
Tornillo, TX 79853
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:

Priscilla de Mata
General Counsel, EPCC

TISD:
TORNILLO INDEPENDENT SCHOOL DISTRICT

By: Rosie Vega-Barrio
Rosie Vega-Barrio, Superintendent

Approved as to form:

Priscilla de Mata, Blanco Ordoñez Mata & Wechsler, P.C.
General Counsel, TISD