



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



This Restated and Amended Interlocal Agreement is made and entered into between El Paso County Community College District (EPCC) and Ysleta Independent School District ("YISD") for the purpose of continuing to operate and maintain the Valle Verde Early College High School ("VVECHS"), effective as of this 28 day of August 2019.

1. Recitals

WHEREAS, EPCC and YISD entered into an Interlocal Agreement with an effective date of September 1, 2007, as further amended, to establish VVECHS 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 (the "Original Interlocal Agreement");

WHEREAS, EPCC and YISD desire to continue to enroll students in grades nine (9) through twelve (12) in VVECHS;

WHEREAS, VVECHS is located at 919 Hunter Dr., El Paso, TX, 79915 with no more than five hundred (500) students;

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

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

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

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

2. Mission Statement

Valle Verde Early College High School in the Ysleta 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 July 1, 2019, and concluding on June 30, 2024, 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 VVECHS by a YISD teacher credentialed by EPCC;
- (ii) At the EPCC campus taught by an EPCC faculty member;
- (iii) Through a distance learning course taught by an EPCC faculty member.

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

5. Academic Plan

An academic plan developed by EPCC and YISD that will enable each student to earn a high school diploma and an Associate's Degree. College credit will be earned through dual credit courses. VVECHS 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. VVECHS 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.** VVECHS students will adhere to the grading periods and policies of EPCC for dual credit and college credit courses, but will adhere to the grading periods and policies of YISD as well as the school calendar for high school credit courses.
- C. Courses of Study.** VVECHS 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 VVECHS Advisory Committee (composed of EPCC and YISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") re-designation application.



**Ysleta Independent School District - El Paso Community College
Valle Verde Early College High School**

Crosswalk



Freshman Year		Credit		
English I PreAP	1			
Human Geography AP	1			
Biology PreAP	1			
Math PreAP	1			
Foreign Language	1			
Physical Education	1			
AVID	1			
College Transition	1			
Total Credits	8			0
Freshman Summer		Credit		
Learning Frameworks	0.5	EDUC 1300		3
Technical Writing	0.5			
Health	0.5			
Total Credits	1.5			
Total 9th Grade Credits	9.5			3
Sophomore Year		Credit		
English II PreAP	1			
World History AP	1			
Chemistry PreAP	1			
Math PreAP	1			
BIM	1			
AVID	1			
College Transition	1			
Language, Philosophy, Culture and Creative Arts	1	Various EPCC Core Component #4 and #5		6
TSI Math	1 to 2			
Total Credits	9 to 10			6
Sophomore Summer		Credit		
US Government	0.5	GOVT 2305		3
Technical Writing	0.5			
Math	0.5			
Total Credits	1.5			3
Total 10th Grade Credits	9.5 to 10.5			9
Junior Year		Credit		
English III DC	1	ENGL 1301/1302		6
US History DC	1	HIST 1301/HIST 1302		6
Physics OR	1			
Math PreAP	1			
HS Elective	1			
AVID	1			
Speech DC/Social Behavioral Science Component	1 to 1.5	SPCH 1321/Various		6
College Field of Study	1 to 2	Various		6
Total Credits	8 to 9.5			24
Junior Summer		Credit		
Economics	0.5			
Practical Writing	0.5			
Texas Government	0.5	GOVT 2306		3
Total Credits	1.5			3
Total 11th Grade Credits	9.5 to 11			27
Senior Year		Credit		
English AP	1			
Math DC	1	MATH 1314/Math 2412 or 2413/2314 or FOS classes		7
Life and Physical Science	1	Various/Various		8
HS Elective	1			
AVID	1			
College Transition	1			
College Field of Study	1 to 2	Various/Various		6
Total 12th Grade Credits	7 to 8			21
Total HS Credits	35.5 to 39			

- E. Instructional Materials.** Textbooks for VVECHS students will be provided by YISD. All other instructional materials for college credit courses and research activities will be provided jointly by EPCC and YISD. In all cases, YISD will provide those items typically required for purchase by students. For dual credit courses, YISD will be responsible for all instructional items. For college credit courses only, EPCC will provide supplies/consumables typically provided as part of the curriculum.
- F. Instructional Calendar.** VVECHS students will follow the instructional calendar for both YISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the YISD 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.** VVECHS students are required to meet the YISD 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 faculty.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

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

B. YISD. YISD 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 VVECHS facilities, except as otherwise provided in Section 7.C. below.

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

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

7. Use of Facilities

- A. Buildings and Site.** EPCC shall continue to provide a site for the VVECHS. YISD will continue to maintain the portable buildings on the site set aside by EPCC at YISD's expense and will install the buildings for use as classrooms. YISD shall make improvements and additions on the portable buildings as may be reasonably necessary for the use of the VVECHS Program. The portable buildings shall remain the property of YISD during the term of the VVECHS Program. The parties agree that the portable buildings moved to the site by YISD have only nominal value based on their use since the commencement of the Original Interlocal Agreement. Accordingly, if

this Agreement is terminated, the buildings will be left on the EPCC campus and there will be no need for EPCC to reimburse YISD for any amounts for the value of the buildings.

- B. Use of Facilities.** YISD shall continue to use the facilities solely for the VVECHS, and for no other purpose, without the prior written consent of EPCC.
- C. Maintenance.** EPCC shall provide grounds and stucco maintenance at its cost. YISD shall provide maintenance of all of the buildings at YISD's cost. YISD will also provide custodial staff to clean and maintain the buildings.
- D. Utilities.** EPCC shall provide and pay for all utilities used by the VVECHS including electricity, water, sewer, and gas. YISD shall provide and pay for all communications facilities including telephone, email, internet, and computer networks.
- E. Insurance.** YISD shall insure the portable buildings under its property insurance policies against all casualty loss and name EPCC as an additional insured. YISD may not cancel or materially amend the insurance for any reason unless EPCC is given forty-five (45) days prior written notice. In the event of casualty loss of all or any part of the buildings, YISD shall be responsible for rebuilding or repair caused by the casualty loss.
- F. Safety and Health.** In case of a health emergency on the VVECHS campus, the YISD 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 non-life-saving health care for any VVECHS student.

8. Staffing. All VVECHS staff shall be employees of YISD ("YISD Staff"). YISD shall pay all salaries and provide benefits to all YISD Staff. EPCC shall have no responsibility to hire, compensate or provide benefits to any of the YISD Staff.

VVECHS will have the following personnel:

- Principal
- Assistant Principal
- Counselor
- Nineteen Teachers
- Nurse
- Four Clerks (Principal's Secretary, Registrar, Attendance, and Budget)
- Security Guard
- Two Custodial Staff
- Technician
- Community in Schools Coordinator

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

The appropriate VVECHS/EPCC dean will serve on the hiring committees for the VVECHS administrative positions.

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

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

EPCC discipline faculty will serve on the VVECHS teacher-hiring committees. For those areas in which onsite dual credit classes will be offered, VVECHS will hire teachers who can meet EPCC credentialing requirements. College courses for dual credit can only be taught by qualified instructors credentialed by EPCC. All applicants must follow and meet YISD hiring procedures and requirements.

In the event EPCC provides the faculty, cost sharing will be done according to the Dual Credit Partnership Agreement, except when students are enrolled in sections on an EPCC campus.

9. Student Services

- A. Student Services Provided by YISD.** Except as expressly set forth herein, YISD shall provide student services for the students at VVECHS, including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. By July 1 of each year, YISD will submit all graduated seniors' final high school transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.
- B. Student Services Provided by EPCC.** In addition to on-site resources provided by YISD at VVECHS, VVECHS 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. VVECHS students will have access to on-campus EPCC tutoring centers, Academic Computer Services labs, and libraries. VVECHS 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 dual credit courses and college credit courses. A fee of \$150 will be assessed to YISD for each student enrolled after EPCC's Census Date when it is determined that the student or VVECHS was responsible for not meeting that deadline.
- C. Codes of Conduct.** VVECHS students will adhere to all the requirements of the YISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between the YISD Code of Conduct and the EPCC Code of Conduct, the YISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.
- D. Transportation.** Transportation will be provided by YISD and is not the responsibility of EPCC.

10. Professional Development of Staff

YISD shall be responsible for professional development of all full-time and part-time staff assigned to VVECHS, including staff development aimed at working with technology and at-risk students. VVECHS faculty at YISD's cost will participate in the professional development activities of EPCC and agencies designated by the Texas Education Agency (TEA) to provide ECHS 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 be deemed college ready after successful completion of the 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 who need 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.** VVECHS 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.
- C. Degree Plans.** VVECHS 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 VVECHS or at the EPCC campus. VVECHS students will be advised on the transferability and applicability of all college credit offered and earned.
- D. State Assessment Testing.** The VVECHS Principal will be responsible for informing the EPCC Administrative Liaison of all state assessment testing dates and for ensuring that missed work is completed.
- E. High School Graduation.** Upon high school graduation, VVECHS students who have not yet graduated with an Associate degree may continue to pursue their degree at EPCC but will assume all financial responsibility.
- F. College Graduation.** After VVECHS students graduate with their Associate's Degree, they may continue to take college courses at EPCC but will assume all financial responsibility.
- 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, YISD 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 YISD. Accommodations for special education students enrolled in 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 VVECHS 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 Resources (OER) fees if the student is enrolled in a section using OER materials rather than a traditional textbook (see also Section 5E, above). In these cases, YISD is responsible for the OER fee. YISD will fund placement testing fees.

13. Recruitment and Selection of Students

To secure the broadest applicant pool possible, VVECHS will recruit qualified eighth grade students no later than the end of the spring semester of each year. YISD will recruit from its middle school feeder pattern. A recruitment team comprised of the VVECHS Director and on-site VVECHS staff will lead this effort. The recruiting process will include the following activities:

- A. Maintenance of a VVECHS website that provides recruitment and admission information with a link 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 VVECHS students;
- E. Community informational meetings for students/parents interested in VVECHS; and
- F. Presentation of recruitment and admission information in both English and Spanish.

Admission to VVECHS will be open to a maximum of 125 students each year. This will be known as a cohort. Criteria for admission to the VVECHS allows eighth grade students to apply for the new cohort each year and enter VVECHS as ninth graders. The majority of the students accepted to the VVECHS will be those who are identified as "at risk" according to TEA guidelines including, low-income students, and English language learners.

In special circumstances, additional ninth graders, who meet the criteria for VVECHS, will be allowed to apply for any available openings in the cohort, as long as they do not exceed the maximum of 125 students. These students will be integrated into the existing cohort.

14. Marketing and Co-branding

VVECHS is a strong and beneficial partnership between YISD and EPCC and will be cobranded accordingly. EPCC and VVECHS 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. YISD and VVECHS will state "VVECHS is a partnership between EPCC and YISD" when speaking, presenting, or discussing the initiative as well as in all written materials, including but not limited to: news releases, website content, promotional materials, social media or other content. Signage, banners and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Except for written materials on jointly pre-approved VVECHS letterhead or masthead or digital material posted in a jointly pre-approved format, these materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of DC/ECHS. Each party reserves the right to approve major signage, banners and other displays that will be displayed outside the EPCC campus to the general public. EPCC supplied logos, banners, or flags will be displayed in each classroom used to teach VVECHS students.

15. Collecting and Sharing Data

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

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

16. Advisory Committee

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

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

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

17. Early College High School Leadership Council

Representatives from the Advisory Committee in addition to EPCC and YISD senior administrators will be members of the Early College High School Leadership Council (ECHSLC). The purpose of the Early College High School Leadership Council is to provide a forum for the discussion of topics and issues of common interest and concern across all El Paso area Early College High Schools. Additionally, when appropriate, the Council will facilitate the coordination of activities and events (such as joint professional development) across the schools. Other members of the Council may include the District Office Liaisons, UTEP Representative, EPCC President, EPCC Vice President of Instruction and Workforce Education, and EPCC Vice President of Student and Enrollment Services. It is firmly believed that this management and organizational tool enhances the operation of the high schools and ensures consistency in operation, while still allowing for the individuality of each Early College High School. This group meets biannually.

18. Liability of EPCC and YISD

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

19. Renewal or Termination

Upon completion of the initial term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless either party shall give notice of nonrenewal at least ninety (90) days prior to the end of the initial term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either 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 VVECHS, unless the parties mutually agree. In the event of termination, VVECHS will continue operation through the 11th grade cohort's scheduled graduation from VVECHS. 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, VVECHS may not enroll any additional students in grades that have been phased out but will continue to meet all the required design elements and provide full support for all students enrolled in the school.

20. Miscellaneous

- A. **Integrated Agreement.** This Agreement constitutes the entire agreement of the parties respecting the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.

- B. **Notices.** Any notice authorized or required to be given under this Agreement shall be delivered or sent to the parties at the following addresses:

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

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

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

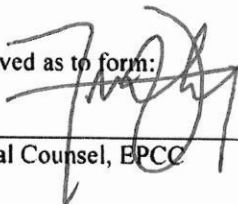
- C. **Compliance with Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. **Governing Law.** This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be performable 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.

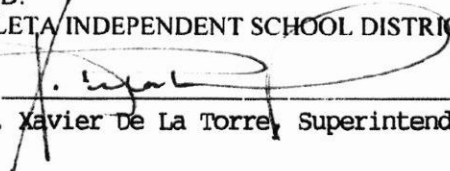
EPCC:
EL PASO COUNTY COMMUNITY COLLEGE
DISTRICT

By: 
William Serrata, Ph.D., President

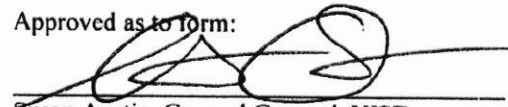
Approved as to form:


General Counsel, EPCC

YISD:
YSLETA INDEPENDENT SCHOOL DISTRICT

By: 
Dr. Xavier De La Torre, Superintendent

Approved as to form:


Susan Austin, General Counsel, YISD