



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

YISD Contract #20080385  
Amendment #6



This Restated and Amended Interlocal Agreement (the "Agreement") is made and entered into between El Paso County Community College District (EPCC) and Ysleta Independent School District (YISD) (collectively, the "Parties") for the purpose of continuing to operate and maintain Valle Verde Early College High School (VVECHS), effective as of this 24th day of July 2024.

#### **1. Recitals**

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

WHEREAS, EPCC and YISD intend to enroll students in grades nine (9) through twelve (12) in VVECHS and to provide the financial support necessary; and

WHEREAS, VVECHS is located on the Valle Verde Campus of EPCC, 919 Hunter Dr., El Paso, TX, 79915 in the YISD with no more than five hundred (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 YISD students a seamless transition between high school and college; and

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

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

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

#### **2. Mission Statement**

VVECHS will provide a select population of students, in accordance with the Texas Education Agency's designation guidelines a unique educational opportunity to attend both high school and college in a special campus environment that will challenge them to excel in their academic and personal endeavors, as well as motivate students to be productive problem-solving members of society by having the opportunity to earn a high school diploma and an associate degree from EPCC upon high school graduation.

#### **3. Term**

The term of this Agreement is for five (5) years commencing on July 1, 2024, and concluding on June 30, 2029, unless terminated earlier pursuant to paragraph 20 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 College campus taught by an EPCC faculty member;



- (iii) Through a distance learning course taught by an EPCC faculty member.

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

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

## **5. Academic Plan**

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

- A. College Curriculum.** EPCC will have full control over faculty assignments, faculty credentials, and faculty evaluations for all dual credit sections as it pertains to College courses. EPCC will have full control over the College curriculum, College syllabi, and College textbook selection. 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 the 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 district calendar, for high school credit courses.
- C. Courses of Study.** VVECHS will primarily provide courses of study that meet the requirements of an associate degree and the Distinguished Level of Achievement diploma in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Students will also have the opportunity to earn an embedded certificate of completion.
- D. Curriculum Alignment.** A curriculum crosswalk, similar to the form set forth below in Appendix A, will be used for the purpose of granting each student the opportunity to earn a high school diploma and an associate 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") designation renewal application.
- E. Instructional Materials.** Textbooks for VVECHS students will be provided by the YISD. All other instructional materials for College credit courses and research activities will be provided jointly by EPCC and YISD at no charge to the students. In all cases, YISD will provide those such items typically required for purchase by students. College courses for dual credit taught on the high school campus will require dual credit faculty with EPCC approved credentials to teach the College courses and to handle the appropriate lab equipment at the high school campus. For College Courses for dual credit, 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 EPCC and YISD 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 College courses for dual credit or College credit courses will attend classes on days outlined in the EPCC Instructional Calendar.

**G. Student Enrollment and Attendance Policies.** VVECHS students are required to meet 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 instructor.

## **6. General Roles and Responsibilities**

**A. EPCC.** EPCC will be responsible for:

- (i) Admitting qualified students into EPCC;
- (ii) Providing the appropriate classrooms, facilities, tools and equipment for College credit courses at the EPCC campus appropriate for each identified Program of Study;
- (iii) Hiring and supervising EPCC faculty and staff;
- (iv) Providing professional development opportunities for VVECHS instructors credentialed by EPCC;
- (v) Providing College courses as appropriate and;
- (vi) Transcribing College credit immediately upon a student's completion of the course.

**B. YISD.** YISD will be responsible for:

- (i) Recruiting students;
- (ii) Providing and maintaining the appropriate classrooms, facilities, tools, and equipment;
- (iii) Hiring and supervising VVECHS faculty and 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 VVECHS;
- (iii) Advising students throughout their collegiate academic experience; and
- (iv) Providing joint professional development opportunities.
- (v) Certifying to the Texas Education Agency and the Texas Higher Education Coordinating Board, no fewer than once per calendar year, the eligibility of all students for which it receives notice of FAST eligibility from such student's school district, of that student's eligibility for the FAST Program.

## **7. Use of Facilities**

**A. Buildings and Site.** YISD houses the Early College High School covered by this Agreement at the following site:

- (i) Valle Verde Early College High School, EPCC – Valle Verde Campus  
919 Hunter Drive  
El Paso, TX, 79915

EPCC will continue providing a site for the VVECHS on the Valle Verde Campus. 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 VVECHS 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 use the facilities solely for VVECHS, and other school-related functions, 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. Ground Lease.** In consideration of the foregoing, EPCC and YISD shall agree to enter into a ground lease agreement in substantially the form as set forth on [Exhibit A] attached hereto (the "Ground Lease"), whereby EPCC, as landlord thereunder, agrees to lease to YISD certain real estate and improvements in their "as-is, where-is and with all faults" condition, and upon further terms and conditions as more particularly described therein. It is intended that, once executed, the Ground Lease will evidence the parties' agreement with respect to the ground lease transaction contemplated by this section.
- G. Safety and Health.** In case of a health emergency at VVECHS, the YISD Emergency Operations Plan will be followed. If the health emergency occurs on the EPCC campus, the Early College High School emergency plan will be followed. EPCC police will be the first responder but will not be responsible for providing other than life saving health care for any Early College High School student. It is YISD's responsibility to ensure that VVECHS nursing staff hold the necessary credentials.



## **8. Staffing.**

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

Credentials of prospective ECHS teachers who will teach College courses for dual credit will be pre-screened by the appropriate EPCC administrator. EPCC discipline faculty will be invited to serve on ECHS teacher hiring committees. For those areas in which dual credit classes will be offered, YISD will hire teachers who can meet EPCC credentialing requirements.

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

Maximum enrollment for VVECHS is 500 students. The staffing will comply with EPCC's Enrollment Optimum but strive for a limit of twenty-five (25) students per class.

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

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

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.

## **9. Student Services**

- A. Student Services Provided by YISD.** Except as expressly set forth herein, YISD shall provide student services for the students in VVECHS, including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials, and all College textbooks (see Section 5.E.). 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 and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide the designated VVECHS Librarian with appropriate log-ins access to EPCC Library resources. EPCC Librarians will provide training to designated VVECHS Librarian(s) on available EPCC resources. 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 College courses for dual credit and College credit courses.

- 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 Student Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used. Students enrolled in a course for Dual Credit who are placed in an alternative school will be withdrawn from the course but may be allowed to remain in the Early College program upon returning to the high school campus.
- D. **Transportation.** Transportation is at the sole discretion of YISD and not the responsibility of EPCC. YISD will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms that occur during regular high school hours. YISD will provide round-trip transportation for students from VVECHS to EPCC campuses for official school activities, such as daily classes in an approved schedule.

#### **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 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 successfully complete appropriate placement exams, where required. EPCC shall provide materials, support and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations will contact the EPCC Center for Students with Disabilities (CSD) to arrange a meeting with a CSD Counselor. The placement exam will be administered at the high school that complies with EPCC's CSD-approved accommodations.
- B. **Prerequisites.** VVECHS 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 cannot be in attendance in the same classroom. VVECHS students will be enrolled in ECHS sections for core dual credit classes.



- C. **Business Holds.** VVECHS students will be enrolled in EPCC courses upon the timely receipt of all the pre-registration/advising documentation by the EPCC Admissions and Registration DC/ECHS Specialist. If a VVECHS student has a hold preventing registration such as, but not limited to, "business hold or required documentation," the student will not be enrolled in the class and a notation will be made to the roster and returned back to the designated individual at VVECHS. VVECHS administration (Principal, Assistant Principal, or Counselor) will be notified and will be responsible for assisting the student in clearing the hold. Once the hold has been removed, the VVECHS designee must add the student once more to the enrollment roster requesting enrollment once again.
- D. **Degree Plans.** VVECHS students will only take College courses for dual credit or College credit courses towards their EPCC degree plan or the degree plan of the transferring institution they have selected, whether such classes are taught at VVECHS or at the EPCC campus. VVECHS students will be advised on the transferability of all College credit offered and earned.
- E. **State Assessment Testing.** The VVECHS Principal will be responsible for informing the designated EPCC Dean of mandatory assessment testing dates. VVECHS students will be responsible for informing EPCC instructors of dates for all mandatory assessment testing and ensuring that missed work is completed.
- F. **High School Graduation.** Upon high school graduation, VVECHS students who have not yet graduated with an associate degree may continue to pursue their degree plan at EPCC, but they will assume all financial responsibility.
- G. **College Graduation.** After VVECHS students graduate with their associate degree, they may continue to take College courses at EPCC, but they will assume all financial responsibility.
- H. **EPCC Dual Credit Policy and Procedures.** In all cases, College courses for dual credit courses will adhere to EPCC's College Procedure GH-2 "High School Dual Credit Program Requirements."
- I. **Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, EPCC and YISD 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 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 VVECHS students enrolled in such courses. The exception is for any Open Education Resource (OER) fees if the student is enrolled in a section using OER materials rather than a traditional textbook (see also Section 5E, above). In these cases, YISD is responsible for the OER fee. YISD is also responsible for the First Day Adoption (FDAY) fee for those courses that offer this option and for which students have not opted out. YISD will fund placement testing



fees. Other fees may apply, as outlined in the most recent Dual Credit Partnership Agreement approved and signed by both EPCC and YISD, except to the extent that such agreement provides for or allows fees of any nature to be assessed against students enrolled in a dual credit course (including, without limitation, three-peat fees, fees for enrollment after the Census Date, and other incurred fees).

### **13. Recruitment and Selection of Students**

To secure the broadest applicant pool possible, VVECHS will recruit 8<sup>th</sup> grade students no later than the end of the spring semester of each year. YISD will recruit from middle schools throughout the district. A recruitment team comprised of the VVECHS Assistant Principal and on-site VVECHS staff will lead these efforts. The recruiting process will include the following activities:

- A. Maintenance of a VVECHS web site 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 VVECHS as described by TEA and the Early College High School blueprint;
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of VVECHS students;
- E. VVECHS informational meetings for interested students/parents;
- F. Presentation of recruitment and admission information in both English and Spanish;
- G. Any other activities required by the TEA Blueprint.

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

Admission to VVECHS will be open to a maximum of 125 students each year. This will be known as a cohort. Criteria for admission to VVECHS will allow 8<sup>th</sup> grade students to apply each year for the new cohort and enter VVECHS as 9<sup>th</sup> graders. The majority of the students accepted to VVECHS will be those who are identified as "at risk" according to TEA guidelines, including low-income students and Emergent Bilingual.

In special circumstances, additional 9<sup>th</sup> 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. Collecting and Sharing Data**

EPCC and YISD 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. EPCC and YISD Research departments, will be the primary point of contact for all data collection for their respective institutions. In addition, EPCC and YISD agree to share any data required for the successful completion of VVECHS students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be consulted when requesting and sharing data or conducting research. When selected, VVECHS will participate in student success, faculty satisfaction surveys, and other local or national surveys administered to EPCC students. EPCC and YISD will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, PSAT; TSIA2 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; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement, success, and well-being.

**FERPA:** For purposes of this 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.

#### **15. Records and Criminal History**

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

#### **16. Advisory Committee**

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

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

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

#### **17. Marketing and Co-branding**

VVECHS is a strong and beneficial partnership between EPCC and YISD and will be cobranded accordingly. EPCC and VVECHS logos will appear jointly and prominently on all media/marketing materials, school marquee, verbal and non-verbal messaging and anywhere else the program is visible,



including the school's website. 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 Early College High School letterhead, masthead, or digital material posted in a jointly pre-approved format, these materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of DC/ECHS. Each party reserves the right to approve major signage, banners and other displays that will be displayed outside the EPCC campus to the general public. EPCC logos, banners, or other identifying material should be displayed in each classroom used to teach VVECHS students. YISD is responsible for ensuring that departments producing, as well as appropriate administrators, faculty, and staff, are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

#### **18. 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 VVECHS and ensures consistency in operation. This group meets biannually.

#### **19. 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. EPCC and YISD 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. EPCC and YISD expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

#### **20. Renewal or Termination**

Upon completion of the term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless EPCC or YISD shall give notice of nonrenewal at least ninety (90) days prior to the end of the term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either EPCC or YISD shall have the right to terminate this Agreement with or without cause at any time during the term upon written notice to the other party. In the event of termination during the term of this Agreement, the effective date of termination shall be as of June 30, following the notice. It is the intent of the Parties that no termination shall be made or take effect at any time when the academic school year is in progress to avoid disrupting the academic progress of the students of VVECHS, unless the Parties mutually agree in writing. In the event of termination, VVECHS will continue operation through



the 11<sup>th</sup> grade cohort's scheduled graduation from VVECHS. Services to enrolled 9<sup>th</sup> and 10<sup>th</sup> grade students may be continued though 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.

## 21. Miscellaneous

- A. **Integrated Agreement.** This Agreement constitutes the entire agreement of the Parties respecting the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.
- B. **Notices.** Any notice authorized or required to be given under this Agreement shall be delivered or sent to the Parties at the following addresses:

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

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

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

- C. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. **Governing Law.** This Agreement is to be performed in El Paso County, Texas, and is governed by the Constitution and the laws of the State of Texas. The venue of any suit arising from this Agreement shall be in El Paso County, Texas. The Parties hereby irrevocably submit generally and unconditionally for themselves and in respect of their property to the jurisdiction of any state court, or any United States federal court, sitting in the City El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement.
- E. **Assignment Prohibited.** This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the Parties.
- F. **Alternate Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.
- G. **Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.
- H. **Payments.** Any party paying for the performance of governmental functions or services rendered by the other party must make these payments from current revenues available to the paying party.



Signed and approved effective as of the date shown above.

EPCC:  
EL PASO COUNTY COMMUNITY COLLEGE  
DISTRICT

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

Approved as to form:

[Signature]  
General Counsel, EPCC

YISD:  
YSLETA INDEPENDENT SCHOOL DISTRICT




By: Cruz A. Ochoa Jr.  
Cruz A. Ochoa, President-Board of Trustees

Approved as to form:

[Signature]  
Priscilla de Mata, General Counsel, YISD



# Appendix A

<div>  <div> Ysleta Independent School District - El Paso Community College  Valle Verde Early College High School  Crosswalk </div>   </div>			
Freshman Year	Credits	EPCC Course	Credits
English I PreAP	1		
Human Geography AP	1		
Biology PreAP	1		
Math PreAP	1		
Foreign Language	1		
Physical Education	1		
Speech Credit	1	SPCH 1321	3
Learning Framework	1	EDUC 1300	3
<b>Total Credits</b>	<b>8</b>		<b>6</b>
Freshman Summer	Credits	EPCC Course	Credits
Creative Arts	1	ARTS 1301 or MUSI 1306	3
Health	0.5		
<b>Total Summer Credits</b>	<b>2</b>	<b>Total Summer Credits</b>	<b>3</b>
<b>Total 9th Grade Credits</b>	<b>10</b>		<b>9</b>
Sophomore Year	Credits	EPCC Course	Credits
English II PreAP	1		
World History AP	1		
Chemistry PreAP	1		
Math PreAP	1		
HS Elective	1		
Foreign Language	1		
Language, Philosophy, Culture	0.5	PHIL 1301, COMM 1307, or PHIL 2306	3
Social Behavioral Science Component	0.5	PSYC 2301, ECON 2301, or SOCI 1301	3
TSI Math	0		
<b>Total Credits</b>	<b>7</b>		<b>6</b>
Sophomore Summer	Credits	EPCC Course	Credits
US Government	1	GOVT 2305	3
TSI Math	0	FOS	3
<b>Total Summer Credits</b>	<b>2</b>		<b>6</b>
<b>Total 10th Grade Credits</b>	<b>9</b>		<b>12</b>
Junior Year	Credits	EPCC Course	Credits
English III DC	1	ENGL 1301/1302	6
US History DC	1	HIST 1301/HIST 1302	6
Environmental Science	1		
Math PreAP	1		
HS Elective	1		
College Field of Study (HS Electives)	1	Field of Study	3
<b>Total Credits</b>	<b>6</b>		<b>15</b>
Junior Summer	Credits	EPCC Course	Credits
Economics	1		
Texas Government	1	GOVT 2306	3
<b>Total Summer Credits</b>	<b>2</b>	<b>Total Summer Credits</b>	<b>3</b>
<b>Total 11th Grade Credits</b>	<b>8</b>		<b>18</b>
Senior Year	Credits	EPCC Course	Credits
English IV AP	1		
Math DC	1	MATH 1314 (Core)/Math 2412 (FOS)	7
Life and Physical Science	1	Life and Physical Science	8
HS Elective	1		
College and Career Readiness Elective	0		
College Field of Study	1 to 2	Field of Study	6
<b>Total 12th Grade Credits</b>	<b>4</b>		<b>21</b>
<b>Total HS Credits</b>	<b>30</b>	<b>Total EPCC Credits</b>	<b>60</b>



## GROUND LEASE

This GROUND LEASE (this "**Lease**") is made and entered into by and between EL PASO COUNTY COMMUNITY COLLEGE DISTRICT ("**Lessor**"), and YSLETA INDEPENDENT SCHOOL DISTRICT ("**Lessee**"), to be effective as of July 24, 2024 (the "**Effective Date**"). Lessor and Lessee may be referred to collectively in this Lease as, the "**Parties**".

1. **Purpose of Lease.** Lessor and Lessee have previously entered into that certain Restated and Amended Interlocal Agreement, dated effective July 24, 2024 (the "**Interlocal Agreement**"), by and between the Parties, for the continued operation of the Valle Verde Early College High School ("**VVECHS**"). The VVECHS program is a high school program for students in grades 9 - 12 that provides its students the opportunity to earn a high school diploma and a two-year Associates Degree upon graduation from high school, or at least college hours upon graduation from high school. The campus for the VVECHS program is located on Lessor's Valle Verde Campus (whose address is 919 Hunter Dr., El Paso, TX, 79915) and operates from thirty-two (32) portable classroom buildings, and one (1) storage facility (collectively, the "**Improvements**"). The Parties desire to provide for a ground lease between Lessor and Lessee to govern the use and maintenance, among other things, of the Improvements, as contemplated by the Interlocal Agreement and so that Lessee may, in accordance with the terms of this Lease, construct certain additional improvements upon Lessor's property located at the Valle Verde Campus.

2. **Lease of Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, a portion of land on Lessor's Valle Verde Campus (the "**Land**"), being more particularly described on **Exhibit A** attached hereto and incorporated herein (the Improvements and the Land are collectively referred to as, the "**Premises**"), and the right to access to the Premises through existing roads and streets within Lessor's Valle Verde Campus, as those currently exist or may hereafter be modified by Lessor in its sole discretion.

3. **Term.**

A. **Initial Term.** The Initial Term of this Lease shall be for ten (10) years, commencing on the Effective Date and concluding on July 24, 2034, unless terminated sooner in accordance with the provisions of this Lease.

B. **Renewal Terms.** The term of this Lease shall automatically extend for two (2) additional ten (10) year terms (collectively, the "**Renewal Terms**" and individually, a "**Renewal Term**") unless Lessee, at its option, gives notice that it will not renew the Lease by serving written notice thereof upon Lessor at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term; *provided, that* Lessee shall not have defaulted under the terms of this Lease for any Renewal Term to be exercisable. Each Renewal Term shall be on the same terms and conditions contained in the Lease except that Lessor may make any necessary changes to such terms to comply with its internal policies and/or applicable law. Any termination of the Lease at any time shall terminate all rights of renewal or extension hereunder and shall release the Parties from further liability hereunder except for any obligations which by their express terms survive the termination or expiration of this Lease.

4. **Construction of Improvements.** Lessee shall not have the right to construct any improvements upon the Premises except with the prior written consent of Lessor first being obtained (which consent shall not be unreasonably withheld, conditioned or delayed) and then only in accordance with the terms and conditions set forth in this **Section 4** and elsewhere in this Lease. Lessee may repair and maintain the Premises without Lessor's prior written consent as set forth elsewhere in this Lease.

4.1 **Approval of Plans and Specifications.** Prior to commencement of construction for any additional improvements to be located on the Land or construction related to the Improvements, Lessee shall submit to Lessor its substantially final plans and specifications for review and approval (collectively, the "**Plans**"). Within thirty (30) days after receipt of the Plans, Lessor shall either approve the Plans or shall provide comments and revisions to the plans and specifications as Lessor may deem necessary. Lessee shall cooperate in good faith in



making the revisions to the Plans submitted by Lessor. If Lessor shall fail to respond within thirty (30) days after receipt of the Plans, Lessor shall be deemed to have approved the Plans provided that they otherwise comply with applicable law and the terms of this Lease. The same procedure shall be followed by Lessee in the event it requires any changes, structural or otherwise, to any improvements on the Land.

4.2 **Compliance with Applicable Law.** Construction of any additional improvements (including any work performed after any additional improvements have been constructed) and any work performed on the Premises, if allowed under the terms of this Lease, shall be in compliance with, and shall not violate any applicable law, including, without limitation, zoning standards, municipal codes, and regulations of the City of El Paso, Texas, as well as the School Facility Standards established by the Texas Education Agency for K-12 schools, and any other requirements applicable to school districts, as applicable. In addition, Lessee shall comply with all recorded restrictions, covenants, easements, and other documents that may affect or apply to all or any portion of the Premises (collectively, the "**Recorded Documents**").

4.3 **Permits.** Prior to commencement of any construction, Lessee shall all obtain Lessor's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) and all necessary permits from any applicable governmental or other authorities and shall provide copies of the same to Lessor upon request.

4.4 **No Liens.** Construction of any additional improvements shall be performed in a lien-free and a good and workmanlike manner in all respects.

4.5 **Payment of Construction Costs.** Except for site preparation work, which shall be Lessor's obligation, Lessee shall timely pay for all construction costs in any way related to the Improvements or any additional improvements on the Land, and shall, in each case, ensure that no liens, security interests, charges, or other encumbrances of any kind (including without limitation mechanic's or materialmen's liens or claims) are assessed or filed against any portion of the Premises. Should any lines, security interests, charges, or other encumbrances attach at any time to all or any Portion of the Premises, Lessee shall discharge the same within thirty (30) days of attachment. Lessee agrees to procure any construction, surety, performance or similar bonds that Lessor may in its reasonable discretion require in connection with the construction of the Improvements.

4.6 **Inspection by Lessor.** Upon 48 hours' notice, Lessor shall have the right from time to time and at any time to inspect any additional improvements to ensure that any work performed in connection therewith is in compliance with all terms and conditions of this Lease and applicable law.

4.7 **Utility Hook-ups.** Upon the prior written approval of Lessor (which approval shall not be unreasonable withheld, conditioned or delayed), Lessee shall have the right to tie into any existing utility lines available on the Land at its sole cost and expense (which shall include, without limitation, payment of any and all hookup, impact, or other costs, fees, expenses or penalties associated with any such utilities) provided that Lessor shall provide utility lines and stub-outs at the site of the Improvements (to the extent not already provided as of the Effective Date) and any improvements on the Land that have been permitted by this Lease.

4.8 **Time for Construction.** Once commenced, the construction of any additional improvements allowed by Lessor or construction related to any Improvements, shall be diligently pursued by Lessee, at its sole cost and expense, to completion without delay or interruption.

5. **Rent.** Lessee shall pay to Lessor an annual rent of \$10.00 per year during the term of this Lease. All rent shall be paid by Lessee to Lessor in United States currency and shall be paid on or before the date of this Lease and on the same day of each and every year thereafter.



6. **Use of Premises.** The Premises shall be occupied and used by Lessee solely for the VVECHS program and reasonably related uses, and for no other purpose. Lessee, at Lessee's sole cost and expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Lessee's use of the Premises, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental, health and safety, zoning and land use matters, and with any directive or order of any public officer or officers, or any insurance carrier, underwriter's association or similar authority pursuant to law, which impose any duty upon Lessor or Lessee with respect to the use or occupation of the Premises. Lessee and Lessee's agents, employees, contractors and invitees shall faithfully observe and comply with the terms, provisions and requirements of the Recorded Documents.

7. **Taxes.** Lessor and Lessee are both political subdivisions of the State of Texas, and therefore the Premises are exempt from taxes. To the extent any such taxes (whether categorized as ad valorem, real property, personal property, roll back or similar taxes) are due and owing as a result of the Improvements or Lessee's use thereof, Lessee shall be responsible and shall pay before delinquency all such amounts to the applicable authorities.

8. **Utilities and Services.** Per the terms of the Interlocal Agreement, Lessor shall pay for the following utilities necessary for its use of the Improvements: sewer, water, gas and electricity. All other utilities shall be the sole responsibility of Lessee.

9. **Insurance.**

9.1 **Insurance Policies.** Lessee, at its sole cost and expense, shall procure and maintain a policy or policies of insurance covering the full insurable value of the Improvements against any loss or damage (including without limitation by fire or by other risks embraced by "extended coverage") and against civil commotions, riots, vandalism, and malicious mischief. In addition, Lessee shall maintain, during the term of this Lease, policies of fire and extended coverage on all furniture, fixtures, equipment, contents, and other personal property situated in or installed by Lessee on the Premises. Lessee, at its sole cost and expense, shall procure and maintain a policy or policies of commercial general liability covering the occurrence of bodily injury, personal injury, death, and other matters as may be requested by and with dollar limits reasonably required by Lessor. Lessor shall have the right to request that Lessee purchase and maintain additional policies of insurance for Lessor's benefit as it may deem reasonably necessary from time to time during the term of this Lease.

9.2 **Insurance Policy Requirements.** All policies of insurance required to be kept and maintained in full force and effect by Lessee shall be written by insurance companies authorized to conduct business in the State of Texas. A Certificate of Insurance shall be delivered to Lessor on or before the Effective Date. The Certificate of Insurance shall contain a statement of the coverage provided by the policy, a statement of the period during which the policy is in effect, and an agreement by the insurance company issuing such policy that the policy shall not be cancelled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor. All insurance policies hereunder shall name Lessor as an additional insured and/or loss payee, as applicable.

9.3 **Mutual Waiver of Subrogation Rights.** Lessor and Lessee and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Improvements or in connection with activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).



10. **Maintenance, Repair and Renovation of Premises.** Except for reasonable wear and tear and insured casualty, Lessee shall at all times keep the Premises, the Improvements, and all other appurtenances, alterations, and improvements thereon in good order, condition and repair and in a clean, orderly, sanitary and safe condition, including, but not limited to, doing such things as necessary to cause the Premises, Improvements and any appurtenances, alterations, or improvements thereon to comply with applicable laws, rules, regulations and orders of governmental and public bodies and agencies. If replacement of equipment, fixtures, and/or appurtenances are necessary in Lessor's reasonable opinion, then, Lessee shall at its sole cost and expense, replace the same with equipment, fixtures and appurtenances of equal or better quality, and shall repair all damages caused by such replacement. Without limiting the generality of the foregoing, it is expressly agreed by the Parties that Lessor shall have no maintenance, repair or replacement obligations with respect to the Premises, Improvements, or any appurtenances, alterations, or improvements thereon, except for reasonable and customary grounds maintenance of the Premises and custodial services for the Improvements during the times that they are used by Lessor and not Lessee. In the event Lessee fails to repair or replace any portion of the Premises as required hereby in a first class manner (reasonable wear and tear excepted), Lessor shall have the right, but not the obligation, to contract for the repair and/or replacement of the same to bring them into a first class condition and recover such expenditures and costs from Lessee as additional rental within ten (10) days of a billing therefore, plus a 15% fee for Lessor's overhead and administration.

11. **Damage and Destruction.** If any Improvements are hereafter damaged, destroyed or rendered partially unusable for their accustomed use by fire or other casualty, to the extent of less than fifty percent (50%) of the total Improvements, Lessee shall have the option to immediately terminate this Lease, or to repair, reconstruct, and/or renovate the same if it is capable of being performed within 270 days or such longer period as Lessor may agree to (such agreement shall not be unreasonably withheld, conditioned or delayed). If the Improvements are damaged, destroyed or rendered unusable for their accustomed use by fire or other casualty to the extent of more than fifty percent (50%), either Lessor or Lessee shall have the right to immediately terminate this Lease. In the event either party intends to terminate pursuant to the provisions of this Section 11, such termination shall be in writing and shall be effective upon written notice to the other Party.

12. **Condition of Premises.** Lessee's acceptance of occupancy from Lessor hereunder shall constitute acknowledgment by Lessee that Lessee has inspected the Premises and the Improvements and that same are suitable for Lessee's intended use. **LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR IS MAKING NO WARRANTIES EXPRESSED OR IMPLIED, AS TO THE SUITABILITY OF THE PREMISES FOR ANY PARTICULAR USE OR THE CONDITION OF ANY PORTION THEREOF. LESSEE ACCEPTS THE PREMISES "AS IS, WHERE IS AND WITH ALL FAULTS". LESSEE WAIVES ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR LESSEE'S INTENDED USE OR PURPOSES. THIS SECTION 12 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.**

13. **Defaults; Remedies.**

13.1 **Lessee Defaults.** The following shall be considered for all purposes to be defaults under and breaches of this Lease by Lessee: (a) any failure of Lessee to pay any rent or other amount when due in accordance with the terms and provisions of this Lease within ten (10) days; or (b) failure by Lessee to obtain and maintain insurance in the form and in amounts required by this Lease; (c) any failure by Lessee to perform or observe any other of the terms, provisions, conditions and covenants of this Lease for more than thirty (30) days after written notice of such failure; provided, however, that, in the event such failure cannot be reasonably cured within such 30-day period, Lessee shall have such additional time (not to exceed (90) calendar days from the original notice) reasonably required to cure such default so long as cure efforts are commenced during such 30-day period and reasonable diligence is thereafter taken to complete such cure efforts; (d) Lessor's reasonable determination that Lessee has submitted any materially false report required to be furnished hereunder; or (e) the Premises are



occupied by any person or entity other than expressly permitted under this Lease and such person or entity is not removed at Lessee's sole cost and expense within thirty (30) days after written notice thereof.

13.2 **Lessor's Remedies.** In the event of an uncured default by Lessee, Lessor shall have the following remedies in addition to any other remedies that may be available to Lessor at law or in equity: (i) to perform the obligation of Lessee and to be reimbursed by the defaulting party for the reasonable cost thereof, and/or (ii) to terminate the Lease effective as of June 30 of any year (the end of a school year for Lessee). In the event this Lease expires or is earlier terminated, the provisions of Section 15 shall apply.

13.3 **Lessor's Defaults.** Lessor shall in no event be charged with default in any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice to Lessor by Lessee specifically describing such failure. All obligations of Lessor hereunder shall be construed as covenants, not conditions and Lessee may not terminate this Lease for breach of Lessor's obligations hereunder. All obligations of Lessor under this Lease will be binding upon Lessor only during the period of its ownership of the Premises and not thereafter. The term "Lessor" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Lessor thereafter accruing, but such obligations shall be binding during the term of the Lease upon each new owner for the duration of such owner's ownership. Any liability of Lessor under this Lease shall be limited solely to its interest in the Premises, and in no event shall any personal or entity liability be asserted against Lessor in connection with this Lease nor shall any recourse be had to any other property or assets of Lessor.

14. **Termination of Lease.** Either Lessor or Lessee shall have the right, for any reason or no reason, to terminate this Lease effective as of June 30th of any year (the end of Lessee's school year) by giving at least 180 days' written notice of termination, unless Lessor and Lessee agree to a shorter notice. In the event of a termination: (i) the provisions of Section 15 shall apply; and (ii) the Lease shall terminate as of the effective date of the termination and neither Party shall have any further liability to the other under this Lease except for any obligations which by their express terms survive the termination or expiration of this Lease.

15. **Conveyance of Title to Improvements; Obligation to Restore Land.**

15.1 **Conveyance of Improvements by Lessee.** In the event the Lease is terminated after the second anniversary of the Effective Date, or, in the event this Lease expires by its own terms, then, in either such case, Lessor shall have the option, but not the obligation, to request that Lessee convey the Improvements to Lessor subject to any encumbrances or liens that may exist against the Improvements which encumbrances and liens Lessor shall assume. Lessee hereby waives any requirement that any amounts be payable in connection with such conveyance. In the event that Lessor requests the conveyance of the Improvements as described in this Section 15, Lessee shall promptly execute and deliver to Lessor any and all agreements, bills of conveyance, deeds, or other documents that Lessor may reasonably request in connection with such conveyance.

15.2 **Requirement to Restore Land.** In the event Lessee terminates the Lease prior to expiration, or in the event this Lease expires by its own terms, then, in either such case, in lieu of requiring Lessee to convey to Lessor the Improvements under Section 15.1 above, Lessor may, upon written notice to Lessee, require Lessee to demolish and remove the Improvements and return and restore the Land to Lessor in the same condition as it was in prior to the construction of the Improvements, including, without limitation, proper full subsurface removal of footings, foundations and concrete. Any personal property, equipment or other improvements which are not removed prior to the termination of this Lease shall become the property of Lessor, at Lessor's option. For the avoidance of doubt, if the Lease is terminated prior to the second anniversary of the Effective Date, Lessee shall comply with the demolition and removal obligations contained in this Section 15.2 unless the Parties mutually agree otherwise.



16. **Right of Entry.** During any apparent emergency, Lessor or its agents may enter the Premises without liability therefor and without in any manner affecting Lessee's obligations under this Lease. Nothing herein contained, however, shall be deemed to impose upon Lessor any obligation, responsibility or liability whatsoever, for any care, maintenance or repair except as otherwise herein expressly provided.

17. **Assignment and Subletting.** Lessee shall not assign this Lease or any interest therein, or sublet any portion of the Premises whether voluntarily, or by operation of law, or otherwise, without the prior written consent of Lessor which consent shall not be unreasonably withheld, conditioned or delayed. Any unauthorized assignment, sublease, or sublet arrangement shall be void *ab initio*.

18. **Delay.** No delay or omission in the exercise of any right or remedy of Lessor or Lessee on any default by the other party shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of Lessor, shall constitute an acceptance of the surrender of the Premises by Lessee before the expiration of the term. Unless otherwise provided herein, only a notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent act by Lessee. Any waiver by Lessor or Lessee of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

19. **ADA Compliance.** WITHOUT LIMITING THE GENERALITY OF ANY OF LESSEE'S OTHER OBLIGATIONS TO COMPLY WITH APPLICABLE LAW AS CONTAINED IN THIS LEASE, LESSEE HEREBY EXPRESSLY AGREES TO ASSUME SOLE RESPONSIBILITY FOR CONFORMING THE PREMISES AND ITS ACCOMMODATIONS, FACILITIES AND SERVICES TO THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT, AS AMENDED, AND RELATED STATE AND LOCAL LAWS (COLLECTIVELY THE "ADA"), AND FURTHER COVENANTS NOT TO DISCRIMINATE AGAINST DISABLED PERSONS ON THE BASIS OF DISABILITY IN THE FULL AND EQUAL EMPLOYMENT OF GOODS, SERVICES, FACILITIES, PRIVILEGES, ADVANTAGES OR ACCOMMODATIONS. LESSEE'S OBLIGATIONS TO COMPLY WITH ADA SHALL NOT BE IN LIEU OF, NOR DIMINISH, LESSOR'S OBLIGATIONS UNDER ADA.

20. **Environmental Issues.**

20.1 **No Hazardous Materials.** Except with respect to Lessee's regular course of conduct as a public education institution and in full compliance with applicable law, Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors or invitees without the prior written consent of Lessor which consent shall not be unreasonable withheld, condition or delayed. Any such Hazardous Materials allowed by this Section 20.1, or by Lessor, will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises.

20.2 **Hazardous Material.** As used herein, the term "Hazardous Material" means any pollutant, toxic substance, regulated substance, hazardous waste, hazardous material, hazardous substance, oil, hydrocarbon, asbestos or similar item as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Safe Drinking Water Act, as amended, the Federal Water Pollution Control Act, as amended, the Texas Water Code, as amended, the Texas Solid Waste Disposal Act, as amended, or any other federal, state or local environmental or health and safety related, constitutional provisions, law, regulation, ordinance, rule, or bylaw,



whether existing as of the date hereof, previously enforced or subsequently enacted (collectively the "**Environmental Laws**").

20.3 **Notice of Certain Events and Curative Actions.** Lessee shall promptly, but in any event within five (5) days therefore, advise Lessor in writing of (a) any governmental or regulatory actions instituted or, to Lessee's actual knowledge, threatened under any Environmental Law affecting Lessee or the Premises, (b) all claims made or threatened by any third party against Lessee or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials, (c) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises to be classified in a manner which may support a claim under any Environmental Law, and (d) the discovery of any occurrence or condition on the Premises or any real property adjoining or in the vicinity of the Premises which could subject Lessee, the Premises to any restrictions in ownership, occupancy, transferability or use of the Premises under any Environmental Law. If Lessee fails to timely take curative action and upon five (5) day advance written notice from Lessor and opportunity to cure, Lessor may elect to join and participate in any settlements, remedial actions, legal proceedings or other actions initiated in connection with any claims under any Environmental Law and to have its reasonable attorney's fees paid by Lessee. At its sole cost and expense, Lessee agrees when applicable or upon request of Lessor to promptly and completely cure and remedy every violation of an Environmental Law caused by Lessee, its agents, employees, contractors or invitees. The obligations of Lessee under Section 20 shall survive the expiration or earlier termination of this Lease.

21. **Allocation of Risk.** This Lease is not intended to alter or reallocate any defense or immunity properly authorized by law, or to create or transfer any liability arising under the law. Lessor and Lessee 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 Lease, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. Lessor and Lessee expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law. This Lease does not constitute a consent to suit.

22. **Mediation.** In the event of any dispute, difference, or disagreement relating to this Lease or any matters contemplated hereby that cannot be resolved by negotiation, the Parties agree they will mediate such disputes within thirty (30) days after the Parties have reached an impasse. Notwithstanding any other provision to the contrary, either Lessor or Lessee shall have the right to request mediation on any issue even if there is no impasse. Any party seeking to initiate mediation shall give written notice to the other party, describing the nature of the dispute and the request for mediation. In the event the mediation is unsuccessful, the Parties shall have the right to pursue any other remedy allowed under this Lease or at law.

23. **Subordination and Attornment.** Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing on the Premises, and to any renewals and extensions thereof; but Lessee agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Lease. Lessor is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien hereafter placed on the Premises, and Lessee agrees within ten (10) days to execute such instruments subordinating this Lease to any such future mortgage, deed of trust or other lien and provide such further reasonable assurances as Lessor or such mortgagee may request, provided this Lease shall be recognized by the mortgagee, and that the rights of Lessee shall remain in full force and effect during the term of this Lease so long as Lessee shall continue to perform all of the covenants and conditions of this Lease. Lessee covenants and agrees that upon foreclosure of any deed of trust, mortgage or other instrument of security and the sale of the Premises pursuant to any such document, to attorn to any purchaser at such a sale and to recognize such purchaser as Lessor under this Lease. The agreement of Lessee to attorn to any purchaser pursuant to such a foreclosure sale or trustee's sale in the preceding sentence shall survive any such sale.



24. **Parking and Use of Common Area and Facilities.** All parking areas, access roads and facilities connected to or adjacent to the Premises (but not comprising part of the Premises), including, without limitation, parking areas, driveways, sidewalks, landscaped areas, retaining walls, fences and rock walls, lighting facilities, and other areas and improvements located on Premises are acknowledged to be exclusively owned and controlled by Lessor and Lessee shall not have the right to alter or change the parking areas, parking configuration, driveways, passageways, curb cuts, entrances and exits, sidewalks and landscape areas without obtaining Lessor's prior written consent which may be granted or withheld in Lessor's sole discretion. Any such areas or "common areas" may be removed, added to, reconstructed, or otherwise altered in any way and from time to time in Lessor's sole discretion provided such alternations do not unreasonably interfere with Lessee's use and enjoyment of the Premises.

25. **Miscellaneous.**

25.1 **Legal Construction.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. References to a "Section" or "Sections" shall mean sections of this Lease unless the context otherwise requires. As used herein "additional improvements" shall mean any and all improvements on the Land that are not in existence as of the Effective Date and that are or have been permitted by the terms of this Lease. In addition, to the extent any "additional improvements" are approved and constructed in accordance with the terms of this Lease, such "additional improvements" shall be automatically added to the definition of Improvements.

25.2 **Amendment.** No amendment, modification or alteration of the terms hereof or consent required hereunder shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the Parties.

25.3 **Attorney's Fees.** In the event either party employs attorneys to protect or enforce its rights hereunder and prevails, the defaulting party shall pay to the prevailing party reasonable attorney's fees, court costs and other litigation expenses to the extent permitted by law. This provision shall not apply to mediation.

25.4 **Entire Agreement.** There are no representations, covenants, warranties, promises, agreements, conditions or undertaking oral or written, between Lessor and Lessee other than herein set forth.

25.5 **Notices and Addresses.** All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

Lessor

El Paso Community College District  
Office of the President  
P. O. Box 20500  
El Paso, TX 79998

Lessee

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

25.6 **Application of Law.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in El Paso County, Texas.

*(Signature pages follow.)*



IN WITNESS WHEREOF, the undersigned Lessee and Lessor have caused this Lease to be duly executed and delivered as of the Effective Date written above.

**LESSOR:**

EL PASO COMMUNITY COLLEGE DISTRICT

By: 

Name: William Serrata, Ph.D.

Title: President

**APPROVED AS TO CONTENT AND FORM:**

By: 

Name: FRANCISCO S. ORTEGA

Title: EPCC General Counsel

**LESSEE:**

YSLETA INDEPENDENT SCHOOL DISTRICT

By: 

Name: Cruz A. Ochoa

Title: President-Board of Trustees

**APPROVED AS TO CONTENT AND FORM:**

By: 

Name: Priscilla de Mata

Title: YISD Chief Counsel



**Exhibit A**

A portion of Lot 1, Block 1, EL PASO COMMUNITY COLLEGE VALLE VERDE CAMPUS, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Clerk's File No. 20120077859, Real Property Records of El Paso County, Texas, such portion being shown in red outline in the drawing below:



**NORTHEAST CORNER OF TRACT 1C3B4, BLOCK 5. ASCARATE GRANT**