

Dr. Carmen Olivas Graham
 Mr. Brian J. Haggerty
 Ms. Bonnie Soria Najera
 Ms. Nina Piña
 Mrs. Belen B. Robles
 Ms. Christina R. Sanchez
 Mr. John E. Uxer, Jr.

MEETING
 PUBLIC MEETING OF THE BOARD OF TRUSTEES
 EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

REGULAR

ADMINISTRATIVE SERVICE CENTER
 9050 Viscount Blvd.
 Board of Trustees Room - #A200
 El Paso, Texas 79925

DATE: September 25, 2019



Consent Docket

5:30 p.m.

Present
 Not Present

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1.0 GENERAL FUNCTIONS

1.1 Call to Order

1.2 Roll Call

☐

1.3 The Board of Trustees may conduct an executive or closed session pursuant to Chapter 551 of the Texas Government Code for one or more of the following reasons:

(1) Consultation with its attorney to seek or receive legal advice or consultation regarding pending or contemplated litigation or for any purpose authorized by law; (2) discussion about the value or transfer of real property; (3) discussion about a prospective gift or donation; (4) consideration of specific personnel matters; (5) discussion about security, personnel or devices; or (6) discussion of certain economic development matters. The Board may also announce that it will go into executive session on any item listed on this agenda if the subject matter is permitted for a closed session by provisions of Chapter 551 of the Texas Government Code. Any vote regarding these items shall be taken in open session.

Discussion regarding lawsuit styled, *Joyce Cordell v. El Paso County Community College District*, Cause Number 2019-DCV-1001, pursuant to Section 551.071 of the Texas Government Code.

Discussion regarding EEOC charge of Daniel Rogelio Vasquez, EEOC Charge Number 453-2019-00565, pursuant to Section 551.071 of the Texas Government Code.

Discuss employment-related compensation issues regarding Gabriel Saucedo pursuant to Texas Government Code Sections 551.071 and 551.074.

[illegible]

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Consent Docket

[illegible]

	Dr. Carmen Olivas Graham	Mr. Brian J. Haggerty	Ms. Bonnie Soria Najera	Ms. Nina Piña	Mrs. Belen B. Robles	Ms. Christina R. Sanchez	Mr. John E. Uxer, Jr.		Consent Docket		
Motion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.9.4	Discussion and action on the designation of two (2) members of the Board of Trustees to serve as voting delegates during the Association of Community College Trustees Annual Congress, October 16-19, 2019, in San Francisco, California.	<input type="checkbox"/>	No Exhibit
Second	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Ayes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Nays	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Abstain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Motion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.9.5	Discussion and action to authorize the President to execute Amendment to Agreements on behalf of the College with Texas Tech University regarding KCOS operations.	<input type="checkbox"/>	No Exhibit
Second	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Ayes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Nays	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Abstain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
1.10 Board Reports											
1.10.1 Treasurer’s Report - NONE											
1.10.2 President’s Report											
1.10.2.1 Dr. Serrata will update the Board of Trustees and audience on recent events that have transpired at the College.											
Motion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.11	Consent Docket	<input type="checkbox"/>	
Second	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Ayes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Nays	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Abstain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Note: Includes item 3.2		
Motion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.0	ADMINISTRATION - NONE	<input type="checkbox"/>	
Second	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Ayes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Nays	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Abstain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

[illegible]

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8.0 COMMUNITY SERVICES
Consent Docket

Exhibit 3.1
Full-Time Institutionally-Funded Actions

Aguirre, Rosaly

Clerk
Classified Staff
Police Department
Temporary Status
09/01/19 – 08/31/20
Grade A
Extension of Appointment

Del Toro, Clarissa

Clerk
Classified Staff
Police Department
Temporary Status
09/01/19 – 08/31/20
Grade A
Extension of Appointment

Alvarez, Leticia

Benefits Specialist
Professional Support
Human Resources
09/30/19 – 08/31/20
Grade C
Competitive Appointment
(Replacement Action)

Del Villar, Rocio

Interim Manager, Vehicle Registration
Professional Support
Vehicle Registration
Temporary Status
09/01/19 – 08/31/20
Grade C
Extension of Appointment

Cadena, Luz

Manager, Distance Education Program
Professional Support
Distance Learning Support Services
09/01/19 – 01/31/20
Grade D
Temporary Increase in Responsibilities (10%)

Estrada, Evelyn

Pretesting Retesting Educational Program
Student Advisor
Professional Support
Pretesting Retesting Educational Program
09/30/19
Grade B
Title Change

Carreon, Samantha

Student Union Attendant
Classified Staff
Student Leadership & Campus Life
Temporary Status
09/01/19 – 12/31/19
Grade A
Extension of Appointment

Estrada, Hector

Instructor
Faculty
Diesel Mechanics
Temporary (Lecturer) Status
08/19/19 – 12/13/19
Grade A/4
Competitive Appointment
(Replacement Action)

Exhibit 3.1
Full-Time Institutionally-Funded Actions

Favela, Anna

Instructor
Faculty
Nursing
Temporary (Lecturer) Status
08/19/19 – 09/29/19
Grade C/1
Competitive Appointment
(Replacement Action)

Gentry, Lisa

Campus Cashier
Classified Staff
Bursar/ Accounting Services
09/30/19 – 08/31/20
Grade D
Competitive Appointment
(Replacement Action)

Favela, Anna

Instructor
Faculty
Nursing
Tenure Track*
09/30/19 – 05/16/20
Grade C/1
Competitive Appointment
(Replacement Action)

Granillo, Antonia

Pretesting Retesting Educational Program
Student Advisor
Professional Support
Pretesting Retesting Educational Program
09/30/19
Grade B
Title Change

Garcia, Elisa

Instructor
Faculty
Nursing
Temporary (Lecturer) Status
08/19/19 – 09/29/19
Grade C/5
Competitive Appointment
(Replacement Action)

Hajjar, Souraya

Interim Dean, Health Career & Technical
Education, Math & Science
Administrator
Health Career & Technical Education, Math &
Science
Temporary Status
09/01/19 – 12/31/19
Grade E
Extension of Appointment

Garcia, Elisa

Instructor
Faculty
Nursing
Tenure Track*
09/30/19 – 05/16/20
Grade C/5
Competitive Appointment
(Replacement Action)

Hernandez, Nuria

Instructor
Faculty
Nursing
Temporary (Lecturer) Status
08/19/19 – 09/29/19
Grade C/3
Competitive Appointment
(Replacement Action)

Exhibit 3.1
Full-Time Institutionally-Funded Actions

Hernandez, Nuria

Instructor
Faculty
Nursing
Tenure Track*
09/30/19 – 05/16/20
Grade C/3
Competitive Appointment
(Replacement Action)

Martinez, Sandra

Pretesting Retesting Educational Program
Student Advisor
Professional Support
Pretesting Retesting Educational Program
09/30/19
Grade B
Title Change

Hicks, Barbara

Interim Director, College Readiness &
Assessment
Administrator
College Readiness & Assessment
Temporary Status
09/01/19 – 12/31/19
Grade D
Temporary Increase in Responsibilities (10%)

Quezada, Jacqueline

Career & Transfer Services Specialist
Classified Staff
Career & Transfer Services
09/30/19 – 08/31/20
Grade E
Competitive Appointment
(Replacement Action)

Jimenez Estrada, Veronica

Administrative Associate
Classified Staff
Police Department
Temporary Status
09/01/19 – 08/31/20
Grade E
Extension of Appointment

Ramirez, Mireya

Instructor
Faculty
Biology
Temporary (Lecturer) Status
08/19/19 – 12/14/19
Grade C/1
Noncompetitive Appointment
(New Position)

Lechuga, Fernando

Instructor
Faculty
Music
Temporary (Lecturer) Status
09/09/19 – 05/16/20
Grade C/4
Noncompetitive Appointment
(Replacement Action)

Rivera, Pablo

Pretesting Retesting Educational Program
Student Advisor
Professional Support
Pretesting Retesting Educational Program
09/30/19
Grade B
Title Change

Exhibit 3.1
Full-Time Institutionally-Funded Actions

Ruiz, Crisanta

Campus Cashier
Classified Staff
Bursar/ Accounting Services
09/30/19 – 08/31/20
Grade D
Competitive Appointment
(Replacement Action)

Saucedo, Brenda

Administrative Associate
Classified Staff
eMerging Science & Technology Institute
09/30/19 – 08/31/20
Grade E
Competitive Appointment
(Replacement Action)

Saldivar, Elizabeth

Pretesting Retesting Educational Program
Student Advisor
Professional Support
Pretesting Retesting Educational Program
09/30/19
Grade B
Title Change

Valdivia, Rogelio

Purchasing Customer Service Specialist
Classified Staff
Purchasing & Contract Management
09/30/19 – 08/31/20
Grade D
Competitive Appointment
(Replacement Action)

Sanchez, Melissa

Interim Director, Continuing Education,
Business & Technical Education, & Personal
Enrichment
Administrator
Continuing Education, Business & Technical
Education, & Personal Enrichment
Temporary Status
09/01/19 – 12/31/19
Grade C
Extension of Appointment

*Tenure Track faculty members serve a
period of five years in a faculty
probationary status prior to being
granted tenure status by the Board of
Trustees.

Santos, Maria

Occupational Education Lab Assistant
Classified Staff
Business Labs
09/30/19 – 08/31/20
Grade D
Competitive Appointment
(Replacement Action)

Exhibit 3.1

Full-Time Institutionally-Funded Actions

The following full-time, temporary Instructors (Lecturers) are extended for the period of 08/19/19 – 05/16/20.

<u>NAME</u>	<u>DISCIPLINE</u>	<u>GRADE</u>
Anderson, Alexis	Dance	C
Ansamo Carlos, Irma	Nursing	B
Briarton, Kelly	Vocational Nursing	C
Brooks, Raymundo	Emergency Medical Services	A
De La Canal, Sandra	Emergency Medical Services	B
Diaz, Kim	Philosophy	H
Gaither, Portia	Emergency Medical Services	B
Georges, Susan	Dental Hygiene	B
Gutierrez, Rogelio	Emergency Medical Services	A
Huff, Nancy	Nursing	C
Lagunas Cervantes, Melissa	Nursing	C
Middaugh, Cynthia	Nursing	C
Mijarez, Belen	Medical Assisting	A
Munoz-Miramon, Josue	Architecture	C
New, Carol	Culinary Arts	A
Olgin, John	Physics	C
Pirrone, Marybeth	Nursing	C
Tinajero, Eloy	Diagnostic Medical Sonography	A
Trejo, Guillermo	Culinary Arts	B

The following Adult Vocational Instructors are extended for the period of 08/19/19 – 08/15/20.

<u>NAME</u>	<u>DISCIPLINE</u>	<u>GRADE</u>
Cruz, Josephine	Cosmetology	A
Dominguez, Cecilia	Cosmetology	A
Edwards, Marta	Basic Skills Reading & Writing	C
Minjarez, Norma	Basic Skills Mathematics	C
Roman, Graciela	Nail Technology	A
Rosales, Sonja	Cosmetology	A

Exhibit 3.2
Full-Time Externally-Funded Actions

Alcala, Socorro

Popular Education Lead Facilitator
Classified Staff
Community Education Program
D.O.E. H.E.P. 2019
Temporary Status
09/01/19 – 06/30/20
Grade E
Extension of Appointment

Carrillo, Martha

Student Assistant
Classified Staff
Retention Action Program
Carl Perkins
Temporary Status
09/01/19 – 08/31/20
Grade C
Extension of Appointment

Alvarez, Iliana

Academic Advisor
Professional Support
Early Alert
Title V Grant
Temporary Status
09/01/19 – 08/31/20
Grade C
Extension of Appointment

Castillo, Maria

Administrative Office Assistant
Classified Staff
Community Education Program
D.O.E. H.E.P. 2019
Temporary Status
09/01/19 – 06/30/20
Grade C
Extension of Appointment

Armengol, Graciela

Student Assistant
Classified Staff
Student Support Services Program
U.S.D.E. – S.S.S.P.
Temporary Status
09/01/19 – 08/31/20
Grade D
Extension of Appointment

Chavez, Mary

Center for Students with Disabilities Campus
Coordinator
Professional Support
Center for Students with Disabilities
Carl Perkins
Temporary Status
09/01/19 – 08/31/20
Grade C
Extension of Appointment

Carrillo, Maria

Student Assistant
Classified Staff
Student Support Services Program
U.S.D.E. – S.S.S.P.
Temporary Status
09/01/19 – 08/31/20
Grade D
Extension of Appointment

DeWitt, Janice

Learning Facilitator
Classified Staff
Retention Action Program
Carl Perkins
Temporary Status
09/01/19 – 08/31/20
Grade E
Extension of Appointment

Exhibit 3.2

Full-Time Externally-Funded Actions

Dominguez, Leticia

Manager, College Assistance Migrant Program
 Professional Support
 Community Education Program
 College Assistance Migrant Program
 Temporary Status
 09/01/19 – 06/30/20
 Grade D
 Extension of Appointment

Gomez, Marco

Academic Advisor
 Professional Support
 Early Alert
 Title V Grant
 Temporary Status
 09/01/19 – 08/31/20
 Grade C
 Extension of Appointment

Garcia-August, Jo

Administrative Assistant
 Classified Staff
 Workforce Strategic Initiatives
 T.W.C. Apprenticeship Training Program
 Temporary Status
 09/01/19 – 09/30/19
 Grade D
 Extension of Appointment

Lopez, Hortencia

Program Student Advisor
 Professional Support
 Student Support Services Program
 U.S.D.E. – S.S.S.P.
 Temporary Status
 09/01/19 – 08/31/20
 Grade B
 Extension of Appointment

Garcia, Mozella

Project Director, STEMGROW Articulation Program
 Administrator
 STEMGROW Articulation Program
 STEMGROW Articulation Program
 Temporary Status
 09/01/19 – 09/30/19
 Grade D
 Extension of Appointment

Martinez, Crystal

Program Student Advisor
 Professional Support
 Student Support Services Program
 U.S.D.E. – S.S.S.P.
 Temporary Status
 09/01/19 – 08/31/20
 Grade B
 Extension of Appointment

Gomez, Carmen

Academic Advisor
 Professional Support
 Early Alert
 Title V Grant
 Temporary Status
 09/01/19 – 08/31/20
 Grade C
 Extension of Appointment

Mora, Magdalena

Administrative Assistant
 Classified Staff
 Student Support Services Program
 U.S.D.E. – S.S.S.P.
 Temporary Status
 09/01/19 – 08/31/20
 Grade D
 Extension of Appointment

Exhibit 3.2
Full-Time Externally-Funded Actions

Moreno, Norma

Student Assistant
Classified Staff
Student Support Services Program
U.S.D.E. – S.S.S.P.
Temporary Status
09/01/19 – 08/31/20
Grade D
Extension of Appointment

Rodriguez, Carmen

Administrative Assistant
Classified Staff
Dual Credit & Early College High School
Humanities Collaboration- Mellon
Temporary Status
09/01/19 – 08/31/20
Grade D
Extension of Appointment
(New Position)

Olivas, Elizabeth

Program Student Advisor
Professional Support
Student Support Services Program
U.S.D.E.- S.S.S.P.
Temporary Status
09/01/19 – 08/31/20
Grade B
Extension of Appointment

Rodriguez, Maria

Popular Education Lead Facilitator
Classified Staff
Community Education Program
D.O.E. H.E.P. 2019
Temporary Status
09/01/19 – 06/30/20
Grade E
Extension of Appointment

Perez, Gerard

Center for Students with Disabilities Campus
Coordinator
Professional Support
Center for Students with Disabilities
Carl Perkins
Temporary Status
09/01/19 – 08/31/20
Grade C
Extension of Appointment

Sanchez, Marcela

Student Assistant
Classified Staff
Student Support Services Program
U.S.D.E. – S.S.S.P.
Temporary Status
09/01/19 – 08/31/20
Grade D
Extension of Appointment

Ramirez, Jose

Manager, Retention Action Program
Professional Support
Retention Action Program
Carl Perkins
Temporary Status
09/01/19 – 08/31/20
Grade D
Extension of Appointment

Segovia, Juan

Center for Students with Disabilities Campus
Coordinator
Professional Support
Center for Students with Disabilities
Carl Perkins
Temporary Status
09/01/19 – 08/31/20
Grade C
Extension of Appointment

Exhibit 3.2
Full-Time Externally-Funded Actions

Sifuentes, Angelica

Grants Specialist
Classified Staff
Grants Management
Carl Perkins
Temporary Status
09/01/19 – 08/31/20
Grade E
Extension of Appointment

Simons, Hercilia

Popular Education Lead Facilitator
Classified Staff
Community Education Program
D.O.E. H.E.P. 2019
Temporary Status
09/01/19 – 06/30/20
Grade E
Extension of Appointment

Torres, Ana

Administrative Assistant
Classified Staff
STEMGROW Articulation Program
STEMGROW Articulation Program
Temporary Status
09/01/19 – 09/30/19
Grade D
Extension of Appointment

Velasco, Cynthia

Manager, Student Support Services Program
Professional Support
Student Support Services Program
U.S.D.E. – S.S.S.P.
Temporary Status
09/01/19 – 08/31/20
Grade D
Extension of Appointment

Exhibit 3.3
Information Items
(No Action Required)

Resignations:

De La Rosa, Ramiro

Instructor

Diesel Mechanics

08/07/19

Retirements:

None

Hernandez, Maria

Administrative Associate

Dean, Instructional Programs, Northwest
Campus

08/30/19

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the acceptance of a reimbursement grant award from the Texas State Library and Archives Commission.		Amount: \$531						
Requestor: Paula Mitchell	Area Responsible: Instruction and Student Success							
Resource Persons: Steven Smith, Paula Mitchell, Gale Kristin Sanchez, James Valdez								
<p>Purpose: To accept a reimbursement grant award from the Texas State Library and Archives Commission. This award reimburses the Library Technical Services department for costs incurred from resource sharing (inter-library loans) with Texas Public Libraries.</p> <p>Explanation: Library Technical Services participates in resource sharing with other libraries. Resource sharing enables libraries to borrow or loan materials to other libraries. The Texas State Library and Archives Commission is providing reimbursement to libraries that loan materials to other Texas Public Libraries. This reimbursement will cover expenses incurred by the lending library such as postage, envelopes, and other related costs.</p> <p style="text-align: center;">Budget Account Number: 11000-52144: Budget Summary \$531.00 September 1, 2019 – August 31, 2020 Detailed Budget Overview:</p> <table> <tr> <td style="text-align: right;">71210</td> <td>Postage</td> <td style="text-align: right;">\$531</td> </tr> <tr> <td></td> <td>TOTAL</td> <td style="text-align: right;">\$531</td> </tr> </table>			71210	Postage	\$531		TOTAL	\$531
71210	Postage	\$531						
	TOTAL	\$531						
Recommendation: Approval by the Board of Trustees.								

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered:		Discussion and action on the approval of the amended and restated Burges Early College High School Interlocal Agreement.
Requestor:	Steven Smith	Area Responsible: Instruction and Workforce Education
Resource Persons: Steven Smith, Tonie Badillo		
Purpose:	To obtain approval from El Paso County Community College District Board of Trustees for the amended and restated Burges Early College High School Interlocal Agreement between the El Paso County Community College District and the El Paso Independent School District.	
Explanation:	With the guidance of legal counsel and respective stakeholders, the Burges Early College High School Advisory Committee, comprised of representatives from El Paso County Community College District and the El Paso Independent School District, has revised its existing Interlocal Agreement for the Burges Early College High School. The agreement states the responsibilities of each entity in sustaining the school. The agreement is also a requirement from the TEA in order to grant Early College High School designation. The El Paso County Community College District has an established and respected Early College High School Program. Burges Early College High School is located at 7800 Edgemere Way, El Paso, Texas, 79925.	
Recommendation:	Approval by the Board of Trustees.	



EL PASO
INDEPENDENT
SCHOOL DISTRICT

**Amended
Interlocal Agreement
between El Paso County Community College District
and El Paso Independent School District
for the Burges Early College High School**

This Amended Interlocal Agreement (Amendment), effective as of July 1, 2019, is entered into between El Paso County Community College District (EPCC) and El Paso Independent School District (EPISD) for the purpose of continuing the Burges Early College High School (Burges ECHS) program, and supersedes the 2014-2019 Interlocal Agreement between the parties.

1. Recitals

WHEREAS, EPCC and EPISD entered into an Interlocal Agreement in effect from June 1, 2014 through June 30, 2019, to establish Burges ECHS so students would have the opportunity to earn a high school diploma and a two-year Associates' Degree upon graduation from the early college high school;

WHEREAS, EPCC and EPISD wish to amend their original agreement to continue the Burges ECHS program and enroll no more than 540 students, grades nine (9) through twelve (12), in Burges ECHS;

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

WHEREAS, EPISD and EPCC are authorized to enter into an interlocal agreement pursuant to Section 791.001, Texas Government Code; and do so by action of their respective governing bodies; and

WHEREAS, this Amendment will provide efficacies and cost savings to EPISD and EPCC and benefit the students and taxpayers of EPISD and EPCC.

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

2. Mission Statement

Burges ECHS 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 giving them the opportunity to earn a high school diploma and an Associate's Degree from EPCC upon high school graduation.

3. Term

The term of this Agreement is five (5) years commencing on July 1, 2019, and concluding June 30, 2024, unless earlier terminated as provided herein.

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

C. ECHS Sections are College courses for dual credit taught in a high school that are designated for ECHS students only.

5. Academic Plan

An academic plan developed by EPCC and EPISD 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. Burges ECHS will administer all applicable statewide 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 the faculty assignments, faculty credentials and faculty evaluations to include classroom observations, student evaluations, and composite evaluations for all dual credit sections as it pertains to college courses. EPCC will have full control over the college curriculum, EPCC Student Learning Outcomes, and college textbook selection. EPCC will have full control over the college syllabi. EPCC Student Learning Outcomes will be assessed in courses awarding EPCC credit. EPCC General Education Outcomes and Competencies/Core Curriculum will be assessed according to EPCC's assessment design. Burges ECHS teachers will comply with any Student Learning Outcomes and Core 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. Burges ECHS students will adhere to the grading periods and policies of the EPISD as well as the school calendar for high school credit courses, but will adhere to the grading periods and policies of EPCC for dual credit and college credit courses.

C. Courses of Study. Burges ECHS will primarily provide courses of study that meet the requirements of an Associate's Degree and the Distinguished Level of Achievement diploma, in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies.

D. Curriculum Alignment. A curriculum crosswalk (incorporated and attached hereto) will be used that grants 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 Burges ECHS Advisory Committee (EPCC and EPISD personnel) and updates will be documented in the annual Texas Education Agency (TEA) Early College High School (ECHS) re-designation application.

E. Instructional Materials. Textbooks for Burges ECHS students will be provided by EPISD. All other instructional materials for college credit courses and research activities will be provided jointly by EPCC and EPISD. In all cases, EPISD will provide those items typically required for purchase by students. For dual credit courses, EPISD will be responsible for all instructional items. For college credit courses only, EPCC will provide supplies/consumables typically provided as part of the curriculum.

F. Instructional Calendar. Burges ECHS students will follow the instructional calendar for both EPISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the EPISD 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. Burges ECHS students are required to meet the EPISD attendance requirements for all dual credit and high school courses and the EPCC attendance requirements for all college credit courses taught by 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 Burges ECHS instructors credentialed by EPCC.
- (iii) Providing college courses as appropriate.
- (iv) Awarding college credit to qualified Early College students.

B. EPISD. EPISD will be responsible for:

- (i) Recruiting students to Burges ECHS
- (ii) Hiring and supervising EPISD staff
- (iii) Developing and delivering the high school curriculum
- (iv) Operating and maintaining the Burges ECHS facilities

C. Joint Responsibilities. EPCC and EPISD will be responsible for:

- (i) Aligning the high school and college courses
- (ii) Sharing in the scheduling of college courses for the Burges ECHS;
- (iii) Advising students throughout their collegiate academic experience.

7. Use of Facilities

A. Buildings and Site. Burges ECHS is located at 7800 Edgemere Way, El Paso, Texas, 79925. The space includes core learning classrooms including a library and learning resources as well as administrative and student support areas. All core Burges ECHS classes are primarily located in a dedicated and contiguous space: a separate, two-story, stand-alone building adjacent to the main building. Construction, facilities, maintenance, utilities, and operation will be at EPISD's sole expense.

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

8. Staffing.

All Burges ECHS staff shall be employees of EPISD ("EPISD staff") and not EPCC. EPCC shall have no responsibility to compensate or provide benefits to any EPISD staff of Burges ECHS.

Burges ECHS will staff the school with the following personnel:

- Principal
- Assistant Principal/Dean of Students
- Counselor
- Program Coordinator
- Appropriate number of faculty based on enrollment and/or curriculum needs
- Nurse
- Secretary
- Clerk
- PEIMS clerk/register
- Security Guard

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

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

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

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

9. Professional Development of Staff

EPISD shall be responsible for professional development of all full-time and part-time staff assigned to Burges ECHS, including staff development aimed at working with technology and at-risk students. Burges ECHS faculty will participate the professional development activities of EPCC, Educate Texas, and the agency designated by the Texas Education Agency (TEA) to provide ECHS leadership coaching and technical assistance.

10. Student Services

A. Student Services Provided by EPISD. Except as expressly set forth herein, EPISD shall

provide student services for the students in Burges ECHS, including health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. By July 1 of each year, EPISD will submit all graduated seniors' final high school transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.

B. Student Services Provided by EPCC. In addition to on-site resources provided by EPISD at Burges ECHS, Burges ECHS students will be issued an EPCC ID and will have open access to EPCC's online library databases, materials, and resources. Burges ECHS students will have access to on-campus EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated Burges ECHS librarians with the appropriate log-ins to access EPCC Library resources. EPCC librarians will provide training to designated Burges ECHS librarians on available EPCC resources. Burges ECHS students will have access to all EPCC student services and privileges, including participation in student government and student clubs. Upon mutual agreement, EPCC will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in dual credit courses and college credit courses. A fee of \$150 will be assessed for each student enrolled after EPCC's Census Date when it is determined that the student or Burges ECHS was responsible for not meeting that deadline.

C. Codes of Conduct. Burges ECHS students will adhere to all the requirements of the EPISD 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 EPCC Board Policies and College Procedures. In the event of any inconsistency between the EPISD Code of Conduct and the EPCC Code of Conduct, the EPISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.

D. Major Sports and University Interscholastic League (UIL) Activities. As a school within a school, Burges ECHS students will be allowed to participate in major sports and UIL sponsored activities.

E. Transportation. Transportation is not the responsibility of EPCC. For the fall, spring, and summer terms, EPISD shall provide round-trip transportation for students from Burges ECHS to EPCC campuses for official school activities, such as daily classes on an approved schedule.

11. Enrollment in College Courses

A. Placement Exams. As a prerequisite to enrollment in college courses, each student shall apply for, be admitted to EPCC, and 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 Burges ECHS with EPCC's CSD-approved accommodations.

B. Prerequisites. Burges ECHS students must meet the prerequisite for any college course for which they register as 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. Burges ECHS students will enroll in ECHS sections for core dual credit classes.

C. Degree Plans. Burges ECHS 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 such classes are taught at the Burges ECHS or at the EPCC campus. Burges ECHS students will be advised on the transferability and applicability of all college credit offered and earned.

D. State Assessment Testing. The Burges ECHS Assistant Principal/Dean of Students will be responsible for informing the designated EPCC dean of all mandatory assessment testing dates and for ensuring that missed work is completed.

E. High School Graduation. Upon high school graduation, Burges ECHS students who have not yet graduated with an Associates' degree may continue to pursue their degree at EPCC but will assume all financial responsibility.

F. College Graduation. After Burges ECHS students graduate with their Associates' 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 6.00.01.20, *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 Amendment and the services it describes are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, EPISD and EPCC agree to comply with the provisions of these laws. Coordination of services under the Amendment, 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 study program. Accommodations will be provided by EPISD pursuant to applicable law. Accommodations for special education students enrolled in dual credit and college courses must adhere to EPCC's accommodations policy.

12. Fees, Tuition, and Instructional Materials for College Courses

EPCC shall waive tuition and fees for college credit courses for each Burges ECHS student enrolled in such courses, only if the courses are related to the student's official degree plan. However, a student is enrolled in a section using Open Educational Resources (OER) materials rather than a traditional textbook (see also Section 5E, above), in that case, EPISD is responsible for the OER fee. EPISD will fund placement testing fees.

13. Recruitment and Selection of Students

To secure the broadest applicant pool possible, Burges ECHS will recruit qualified eighth grade students no later than the end of the Spring semester of each year. A recruitment team comprised of the Burges ECHS Assistant Principal/Dean of Students and on-site Burges ECHS staff will spearhead this effort. The recruiting process will include the following activities:

A. Creation of a Burges ECHS website that provides recruitment and admission information with

links to the EPCC homepage, EPCC Library homepage, and the EPCC Dual Credit/ECHS program homepage;

- B. Distribution of recruitment/admission packets to middle school students at EPISD.
- 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 Burges ECHS students.
- E. Conduct a community Burges ECHS informational meeting for interested students/parents.
- F. Presentation of recruitment and admission information in both English and Spanish.
- G. The content of any publication bearing both names (EPCC and Burges ECHS) will be jointly approved and shall follow EPCC and EPISD procedures.

Admission to Burges ECHS will be open to a maximum of 135 students each year. This will be known as a cohort. Criteria for admission to the Burges ECHS allows eighth grade students to apply for the new cohort each year and enter Burges ECHS as ninth graders. The majority of the students accepted to the Burges ECHS will meet the TEA Blueprint guidelines.

In special circumstances, additional ninth and tenth graders who meet the criteria for Burges ECHS will be allowed to apply for any available openings in the cohort not to exceed the maximum of 135 students. These students will be integrated into the existing cohort.

14. Collecting and Sharing Data

EPISD and EPCC agree to collect data associated with Burges ECHS required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. EPISD's Strategy, Accountability, and Assessment Department and EPCC's Research, Accreditation & Planning Division will be the primary points of contact for all data collection and reporting for their respective institutions. In addition, EPISD and EPCC agree to share any data required for the successful completion of the Burges ECHS students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be consulted when requesting and sharing data or conducting research. When selected, Burges ECHS will participate in student success and facility satisfaction surveys, and other local or national surveys administered to EPCC students. EPISD and EPCC will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, and PSAT; TSI readiness by grade level; qualifications of ECHS staff; and location (s) where courses are taught. Provisions for implementing program improvements will be on the collection, review, and sharing of the following data: EPCC data; EPISD data; high school grade point average, high school percentile, high school ranking; matriculation of high school students into 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.

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

15. Records and Criminal History

Records relating to this Amendment may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. Each party agrees, to the extent it receives information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). EPCC further 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, EPISD 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 Amendment.

16. Advisory Committee

An Advisory Committee comprised of representatives of EPCC and EPISD 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 the respective boards or appropriate administrators. Specifically, the Advisory Committee will meet to:

- A. Develop and implement academic and professional policy, as authorized by respective boards/administrators;
- B. Develop and implement budgets and financial policy, as authorized by respective boards/administrators;
- 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/amendments and 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 Designated Dean, EPCC Dean of DC/ECHS, EPCC DC/ECHS Counseling Coordinator, EPCC Counselor, EPISD ECHS Assistant Principal/Dean of Students, EPISD ECHS Counselor, and others as invited to participate.

17. Early College High School Leadership Council

Representatives from the Advisory Committee, in addition to EPCC and EPISD senior administrators, will be members of the Early College High School Leadership Council (ECHSLC). Members of the ECHSLC may also include Texas Education Agency and UTEP Representatives, EPCC President, EPCC Vice President of Instruction and Workforce Education, and EPCC Vice President of Student and Enrollment Services. The purpose of the ECHSLC is to provide a forum for the discussion of topics and issues of common interest and concern across all El Paso area Early College High Schools. Additionally, when appropriate, the ECHSLC will facilitate the coordination of activities and events (such as joint professional development) across the schools. 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 ECHSLC meets biannually.

18. Marketing and Co-branding

The Burges ECHS is a strong and beneficial partnership between EPISD and EPCC and will be cobranded accordingly. EPCC and EPISD/Burges ECHS logos will appear jointly and prominently on all media/marketing materials, school marquees, verbal and non-verbal messaging and anywhere else the program is visible. The logos must be of the same size and in high-profile locations. EPISD and Burges ECHS will state "Burges ECHS is a partnership between EPCC and EPISD" when speaking, presenting, or discussing the program 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 include EPISD and EPCC with respective logos. These presentations and materials will need advance review and approval by EPISD and EPCC's marketing/community relations personnel (as well as the Dean of DC/ECHS). The EPCC logo, banner, or flag will be displayed in each classroom used to teach Burges ECHS students.

19. Renewal or Termination

Upon completion of the initial term of this Amendment, it shall automatically renew for successive terms of one (1) year each unless either party gives notice of nonrenewal at least ninety (90) days prior to the end of the initial term or end of any renewal term. Notwithstanding the foregoing, either party shall have the right to terminate this Amendment 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, the effective date of termination shall be 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 Burges ECHS, unless the parties so agree. In the event of termination, Burges ECHS will continue operations through the 11th grade cohort's scheduled graduation from Burges ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement. While in the process of discontinuing operation, Burges ECHS may not enroll any additional students in grades that have been phased out, but will continue to meet all the required design elements and provide full support for all students enrolled in the ECHS.

20. Liability of EPCC and EPISD

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

21. Miscellaneous

- A. Integrated Agreement.** This Amendment 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 Amendment shall be

delivered or sent to the parties at the following addresses:

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

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

- C. Compliance with Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. Interlocal and Current Revenues.** This Amendment constitutes an "interlocal contract" within the meaning of, and as authorized by, the Texas Interlocal Cooperation Act, Section 791.001 et. seq. of the Texas Government Code. The purpose of this Amendment is to provide "governmental functions or services," as therein defined. The parties each represent and warrant they will cover their respective payments/costs, if any, under this Amendment with current revenues available to each.
- E. Governing Law.** This Amendment 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.
- F. Assignment Prohibited.** This Amendment its rights, duties and responsibilities, may not be assigned without the prior written Amendment of the parties.
- G. Counterparts.** This Amendment 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

EPISD:

EL PASO INDEPENDENT SCHOOL DISTRICT

By: _____
Juan E. Cabrera, Superintendent

Approved as to form:


Jeanne C. Collins, General Counsel, EPISD



**El Paso Independent School District - El Paso Community College
Burgess Early College High School Crosswalk**



9th Grade High School			
9th Grade	Credit	EPCC Course	Credits
Biology Dual	1	BIOL 1306/1106	4
Biology Dual	1	BIOL 1307/1107	4
P/AP Algebra 1 or P/AP Algebra 2	1		
P/AP World Geography	1		
P/AP English 1	1		
Foreign Language 1	1		
Speech DC or Health	0.5	SPCH 1321	3
Learning Frameworks	0.5	EDUC 1300	3
PE	1		
Total Credits	8		14
9th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Speech DC (Optional and if not taken in 9th)	0.5	SPCH 1321	3
10th Grade High School			
10th Grade	Credit	EPCC Course	Credits
P/AP Chemistry	1		
P/AP English 2	1		
P/AP Algebra 2 or P/AP Geometry	1		
AP World History	1		
Foreign Language 2	1		
Economics or (Endorsement Requirement) DC	0.5	ECON 2301 or 1 class EPCC Core Component #8 that applies to AOS	3
TSI Writing	0.5		
Government	1	GOVT 2305/GOVT 2306	6
TSI Math	1		
Total Credits	8		9
10th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Financial Literacy	0.5		
11th Grade High School			
11th Grade	Credit	EPCC Course	Credits
AP Physics 1	1		
English 3	1	ENGL 1301/1302	6
P/AP Geometry or Dual Pre-Calculus	1	MATH 1314 /Math 2412 (Elective)	7
US History	1	HIST 1301/HIST 1302	6
Fine Art	1	ARTS 1301 OR MUSI 1310	3
Student Elective	1		
Student Elective	1		
Student Elective	1		
TSI Mathematics	0		
TSI Writing	0		
Total Credits	8		22
11th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Elective Credit DC (Optional)	0.5	EPCC Area of Study (AOS)	3
Elective Credit DC (Optional)	0.5	EPCC Area of Study (AOS)	3
Total Credits	1		6
12th Grade High School			
12th Grade	Credit	EPCC Course	Credits
Science 4	1		
English 4 (DUAL)	1	ENGL 2322 or ENGL 2323	3
Pre-Calculus DUAL or 5th Year Math DUAL	1	MATH 1314/Math 2412 or 2413/2314 or AOS classes	7
Student Elective	1		
Student Elective	1		
Student Elective	1		
Student Elective	1		
Student Elective	1		
Total Credits	8		10

CURRICULUM AND INSTRUCTION ABSTRACT

Item(s) to be Considered: Discussion and action on the approval of the Career Center at Riverside P-TECH Interlocal Agreement.	
Requestor: Steven Smith	Area Responsible: Instruction and Workforce Education
Resource Persons: Steven Smith, Tonie Badillo	
<p>Purpose: To obtain approval from El Paso County Community College District Board of Trustees for the Career Center at Riverside P-TECH Interlocal Agreement between the El Paso County Community College District and the Ysleta Independent School District.</p> <p>Explanation: With the guidance of legal counsel and respective stakeholders, the Steering Committee, comprised of representatives from El Paso County Community College District and the Ysleta Independent School District, has created the Interlocal Agreement for the Career Center at Riverside P-TECH. The agreement states the responsibilities of each entity in sustaining the school. The agreement is also a requirement from the TEA in order to grant P-TECH designation. The Career Center at Riverside P-TECH will be located at 301 Midway Drive, El Paso, Texas, 79915.</p>	
Recommendation: Approval by the Board of Trustees.	



Interlocal Agreement
between El Paso County Community College District
and Ysleta Independent School District
for the Development and Support of a
Pathways in Technology Early College High School



This 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 the development and support of a Pathways in Technology Early College High School (P-TECH or P-TECH Program) effective as of this 1st day of _____ 2019.

1. Recitals

WHEREAS, EPCC and YISD desire to collaborate for the development and support of a P-TECH school authorized by Sections 29.551 – 29.557 of the Texas Education Code;

WHEREAS, the P-TECH model provides students the opportunity to earn a high school diploma and college credit towards an Associate's Degree, two-year postsecondary certificate, or industry certification as well as authentic work experiences designed to prepare students for positions in their field;

WHEREAS, the P-TECH will be located at 301 Midway Drive, El Paso, TX 79915, with no more than 500 students;

WHEREAS, the Parties intend this Agreement to serve as an Articulation Agreement under Section 29.551 of the Texas Education Code;

WHEREAS, YISD and EPCC are authorized to enter into this Agreement pursuant to Section 791.011, Texas Government Code, and

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

The P-TECH Program will provide a select population of YISD students a unique educational opportunity to attend both high school and college in a special campus environment that will challenge students to excel in their academic and personal endeavors. Students will follow a course of study that will combine high school courses and postsecondary courses to enable students to earn a high school diploma and college course credits towards an Associate's Degree, two-year postsecondary certificate, or industry certification within four years of entering high school. YISD and EPCC will collaborate with private sector partners in industry to develop and provide students relevant work experience and access to work-based training and education. P-TECH will provide participating students flexibility in class scheduling and academic mentoring to achieve these objectives.

3. Term

The term of this Agreement is for five (5) years commencing on _____ 1, 2019, and concluding on _____, 2024, unless terminated earlier pursuant to paragraph 18 hereof.

4. Definitions

- A. **College Courses for Dual Credit** are those courses for which students receive both high school and college credit and are taught in a variety of delivery modes:
- (i) At P-TECH 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** courses 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, through a distance education class, or in some circumstances at the YISD P-TECH school campus.
- C. **Programs of Study** means programs of study comprised of courses leading to an Associate's Degree, two-year postsecondary certificate, or industry certification.
- D. **Degree** means an Associate's Degree, two-year postsecondary certificate, or industry certification from EPCC in a Program of Study.

5. Academic Plan

An academic plan will be developed by EPCC and YISD that will enable each student to earn a high school diploma and an Associate's Degree, or a Certificate of Completion. College credit will be earned through college courses for dual credit. P-TECH will administer all applicable statewide 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, EPCC Student Learning Outcomes, and college textbook selection. EPCC will have full control over the college syllabi. EPCC Student Learning Outcomes will be assessed in courses awarding EPCC credit. EPCC General Education Outcomes and Competencies/Core Curriculum will be assessed according to EPCC's assessment design. EPCC will not provide classes that only meet high school requirements. P-TECH teachers will comply with any Student Learning Outcomes assessments and interventions as required by the college disciplines.
- B. **Grading Periods and Policies.** P-TECH students will adhere to the grading periods and policies of YISD as well as the school calendar for high school credit courses, but will adhere to the grading periods and policies of EPCC for dual credit and college credit courses.
- C. **Courses of Study.** P-TECH will primarily provide courses of study that meet the requirements for a Certificate of Completion or 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.
- D. **Curriculum Alignment.** A curriculum crosswalk will be developed that provides each student the opportunity to earn a high school diploma and college course credit towards an Associate's Degree, two-year postsecondary certificate, or industry certification in the Program of Study within four years of first entering high school. The curriculum alignment will be reviewed annually by P-TECH Steering Committee, and updates will be documented in the annual Texas Education Agency (TEA) P-TECH re-designation Application.



Riverside High School - El Paso Community College



P-TECH Crosswalk

EPCC Program		Credits	Peims #	EPCC Course		Credits
CAD-Construction Specialization-C1 25 Credits	Extended Practicum in Architectural Design* (First Time Taken) Sem 1	1.5	13004805	DFTG 1309 Basic Computer-Aided Drafting	3	
				DFTG 1317 Architectural Drafting-Residential	3	
	Extended Practicum in Architectural Design* (First Time Taken) Sem 2	1.5		DFTG 2330 Civil Drafting	3	
				DFTG 2321 Topographical Drafting	3	
	Extended Practicum in Architectural Design* (Second Time Taken) Sem 1	1.5	13004815	DFTG 2412 Technical Illustration and Presentation (ARCE 1325 Structural Drafting)	3	
				DFTG 2332 Advanced Computer-Aided Drafting	3	
	Extended Practicum in Architectural Design* (Second Time Taken) Sem 2	1.5	13004815	DFTG 2328 Architectural Drafting-Commercial	3	
				DFTG 2380 Cooperative Education-Drafting and Design Technology/Technician General	3	
Diesel Mechanic Assistant- C1 Certificate 20 Credits	Extended Practicum in Transportation Systems* (First Time Taken) Diesel Mechanics I Sem 1	1.5	13040455	DEMR 1329 Preventive Maintenance	3	
	Extended Practicum in Transportation Systems* (First Time Taken) Diesel Mechanics I Sem 2	1.5	13040455	DEMR 1317 Basic Brake System	3	
				DEMR 1305 Basic Electrical Systems	3	
	Extended Practicum in Transportation Systems* (Second Time Taken) Diesel Mechanics II - Semester 1	1.5	13040465	DEMR 1306 Diesel Engine I	3	
	Extended Practicum in Transportation Systems* (Second Time Taken) Diesel Mechanics II - Semester 2	1.5		DEMR 1416 Basic Hydraulics	4	
				DEMR 1421 Power Train	4	
Automotive Technologies (AUMC- One Year) 18 Credits	Extended Practicum in Transportation Systems* (First Time Taken) Auto Tech I Sem 1	1.5	13040455	AUMT 1307 Auto Electrical Systems	3	
	Extended Practicum in Transportation Systems* (First Time Taken) Auto Tech I Sem 2	1.5		AUMT 1319 Auto Engine Repair	3	
				AUMT 2317 Auto Engine Performance Analysis I	3	
	Extended Practicum in Transportation Systems* (Second Time Taken) Auto Tech II Sem 1	1.5	13040465	AUMT 1310 Auto Brake Systems	3	
	Extended Practicum in Transportation Systems* (Second Time Taken) Auto Tech II Sem 2	1.5		AUMT 1316 Auto Suspension & Steering Systems	3	
				AUMT 2337 Auto Electronics	3	

- E. Instructional Materials.** Textbooks for P-TECH 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. College courses for dual credit taught on the high school campus will require dual credit faculty with credentials to teach the college courses and to handle the appropriate lab equipment at the high school campus. 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.** P-TECH 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.** P-TECH students are required to meet YISD attendance requirements for all dual credit and high school courses and EPCC attendance requirements for all college credit courses taught by an EPCC credentialed instructor.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

- i) Admitting qualified students into EPCC;
- ii) Providing 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 EPCC credentialed instructors and review of credentials of P-TECH instructors;
- v) Providing of college courses as appropriate;
- 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 the appropriate classrooms, facilities, tools and equipment;
- iii) Hiring and supervising P-TECH faculty and staff;
- iv) Developing the high school curriculum;
- v) Operating and maintaining the P-TECH Program;
- vi) Transcribing high school credit immediately upon a student's completion of the course.

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 P-TECH Program;
- iii) Advising students throughout their collegiate academic experience;
- iv) Developing memoranda of understanding with regional industry or business partners.

D. INDUSTRY OR BUSINESS PARTNER(S). A memorandum of understanding with Industry or business partners will provide that such partners will be responsible for:

- i) Providing P-TECH students with access to work-based training and education;
- ii) Participating in P-TECH Steering Committee meetings;
- iii) Sharing industry knowledge and expertise to help enhance student learning;
- iv) Providing business facility tours, job shadowing and internship opportunities to students and prospective students where available/applicable; and
- v) Giving a P-TECH student who receives work-based training or education from the partner under the P-TECH Program first priority in interviewing for any jobs for which the student is qualified that are available upon the student's completion of the program.

7. Use of Facilities.

A. Buildings and Site. YISD will house P-TECH at the following site:

Pathways in Technology Early College High School
301 Midway Drive
El Paso, TX 79915

The space will include core learning classrooms including library and learning resources as well as administrative and student support areas. All P-TECH classes will be located in a dedicated and contiguous space.

B. Safety and Health. In case of a health emergency on the P-TECH 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 other than life-saving health care for any P-TECH student.

8. Staffing

With the exception of EPCC staff assigned to and located at EPCC campuses, all staff for P-TECH shall be employees of YISD ("YISD staff"). YISD shall pay all salaries and provide benefits to YISD staff. EPCC shall have no responsibility to compensate or provide benefits to any of the staff of P-TECH.

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

P-TECH will staff the schools with the following personnel, provided, however, that until the maximum enrollment is reached, YISD shall provide a staff sufficient to deal with the then current enrollment:

- A P-TECH Assistant Principal, fully dedicated to the P-TECH Program;
- A Counselor, fully dedicated to the P-TECH Program;
- The appropriate number of highly qualified teachers based on enrollment and/or curriculum needs;
- A Nurse, shared with the comprehensive high school;
- A Secretary, fully dedicated to the P-TECH Program;
- A Clerk, shared with the comprehensive high school;
- A PEIMS clerk/register, shared with the comprehensive high schools;
- A Security Guard, shared with the comprehensive high schools;
- A Campus Technologist, shared with the comprehensive high schools;
- A Librarian, shared with the comprehensive high schools

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

The appropriate P-TECH/EPCC dean will serve on the hiring committees for P-TECH's administrator positions.

EPCC discipline faculty will serve on P-TECH's teacher-hiring committees. For those areas in which onsite dual credit classes will be offered, P-TECH 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 instructor for a college course for dual credit, cost sharing will be done according to the most recent Dual Credit Partnership Agreement, except for when P-TECH students take courses at an EPCC campus.

9. Professional Development of Staff

P-TECH shall be responsible for professional development of all full-time and part-time staff assigned to P-TECH, including, without limitation, staff development aimed at working with technology and at-risk students. P-TECH faculty will participate in the professional development activities of EPCC and the agency designated by TEA to provide P-TECH with school leadership coaching and technical assistance.

10. Student Services

- A. Student Services Provided by YISD.** Except as expressly set forth herein, YISD shall provide all student services for the students in P-TECH, including, without limitation, 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 at P-TECH, P-TECH students will be issued an EPCC ID and will have open access to EPCC's online library databases, materials, and resources. P-TECH students will have access to on-campus EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated P-TECH librarians with appropriate log-ins to access EPCC Library resources. EPCC Librarians will provide training to designated P-TECH librarians on available EPCC resources. P-TECH students will have access to all EPCC student services and privileges, including participation in student government and student clubs. The EPCC counselor will be the lead source of information for college counseling. Once the degree plan has been approved by the EPCC counselor, the P-TECH counselor will be responsible for overseeing every P-TECH student's degree plan requirements. The P-TECH counselor will work closely with the EPCC counselor on P-TECH students' degree plans. 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. A fee of \$150 will be assessed for each student enrolled after EPCC's Census Date when it is determined that the student or P-TECH was responsible for not meeting that deadline.
- C. Codes of Conduct.** P-TECH students will adhere to all 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 used.
- E. Transportation.** Transportation to the P-TECH campus or to the EPCC campus for a Program of Study course will be at the discretion of YISD and not the responsibility of EPCC. YISD will ensure bus routes for students to and from their homes to the P-TECH campus during fall, spring, and summer terms.
- F. Major Sports and University Interscholastic League (UIL) Activities.** As a school within a school, P-TECH students will be allowed to participate in major sports and UIL-sponsored activities.

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 support and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations should contact the Center for Students with Disabilities (CSD) at EPCC to arrange a meeting with the CSD Counselor. The placement exam will be administered at the high school with EPCC CSD-approved accommodations.
- B. Prerequisites.** P-TECH students must meet the prerequisite for any college course for which they register; no waivers for such prerequisites will be granted. A course designated as dual credit may not be open to students who

have not yet met the prerequisite for such course; students who have not met the prerequisite may not be in attendance in the same classroom.

- C. Degree Plans.** P-TECH students will only take dual credit or college credit courses toward their EPCC degree or certificate plan, whether such classes are taught at the P-TECH campus or at the EPCC campus. P-TECH students will be advised on the transferability of all college credit offered and earned.
- D. State Assessment Testing.** The P-TECH assistant principal will be responsible for informing the designated EPCC Dean of all mandatory assessment testing dates. P-TECH students will be responsible for informing EPCC instructors of dates for all mandatory assessment testing and for ensuring that missed work is completed.
- E. High School Graduation.** Upon high school graduation, P-TECH students who have not yet graduated with their degree or certificate may continue to pursue their degree plan at EPCC, but will assume all financial responsibility.
- F. College Graduation.** After P-TECH students graduate with their degree or certificate, they may continue to take college courses at EPCC, but will assume all financial costs.
- G. EPCC Dual Credit Policy and Procedures.** In all cases, dual credit courses will adhere to EPCC's College Procedure 6.00.01.30, "High School Dual Credit Program Requirements."
- H. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, 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 dual credit and college courses must adhere to EPCC's accommodations policy.

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

EPCC shall waive tuition and fees for college credit courses for each P-TECH 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 also fund placement testing fees.

13. Recruitment and Selection of Students

YISD shall be solely responsible for recruiting and selecting students for the P-TECH Program. An attempt will be made to recruit students from each YISD middle school. The majority of the students accepted to the P-TECH Program will be those who are at risk of dropping out of high school or who wish to accelerate completion of the high school program including first-generation college-goers, low-income students, and English language learners. Other slots may be granted to out-of-district transfers. Remaining unused slots will be granted to underrepresented groups targeted for recruitment to include, but not limited to, Hispanic and African-Americans. Recruiting efforts will include:

- A. Creation of a P-TECH Program website that provides recruitment and admission information with links to the EPCC homepage, EPCC Library homepage, and the EPCC Dual Credit Program homepage;
- B. Distribution of recruitment/admission packets to middle school students in the school district;
- C. Meetings with middle school counselors to introduce and explain the concept of the TEA blueprint;
- D. Student/parent meetings at all middle school campuses to explain the opportunities and commitment required of P-TECH students;
- E. Presentation of recruitment and admission information in a bilingual mode.

Admission to the P-TECH Program will be open to no more than 125 students per cohort served by YISD. Criteria for admission to the P-TECH Program will allow 8th grade students to apply.

14. Collecting and Sharing Data

YISD and EPCC agree to collect data associated with P-TECH required for reporting purposes and to share the data with the appropriate agencies or needed for internal purposes for use by either entity. YISD and EPCC Research departments 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 P-TECH students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be consulted when requesting and sharing data or conducting research. When selected, P-TECH will participate in student success, 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 P-TECH 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; and leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement.

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

15. Advisory Committee

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

- A. Operational Processes; Curriculum Processes; Curriculum; Technology and Recruitment; External Funding; Facilities; Marketing; Research;
- B. Problems or concerns;
- C. Effective coordination between EPCC and YISD.

The Advisory Committee shall meet at least quarterly and shall consist of, to the extent possible, an equal number of representatives from both EPCC and YISD. The Advisory Committee shall make reports, at least annually, to their respective Boards.

Members of the Advisory Committee may include: EPCC Dual Credit and Early College High Schools (DC/ECHS) Associate Director (Student Services), EPCC Designated Dean, EPCC Dean of DC/ECHS, EPCC ECHS Counseling Coordinator, EPCC Counselor, P-TECH Principal, the P-TECH Assistant Principal, the P-TECH Counselor, YISD Central Office personnel, and others as invited to participate.

The Advisory Committee shall address the School's Scope & Sequence plan, the overall quality and outcomes from the college courses and other aspects of the School, the School's budget, and other issues related to relationship between the Parties. The Advisory Committee is empowered to suggest revisions to this Agreement on matters of the School's program focus.

16. Early College High School Leadership Council

Representatives from the Advisory Committee (Early College Principals, EPCC Deans, EPCC DC/ECHS Associate Director, YISD Directors) - in addition to EPCC and YISD senior administrators - will be members of the Early College

High School Leadership Council (ECHSLC). The purpose of the ECHSLC is to provide a forum for the discussion of topics and issues of common interest and concern across all El Paso area Early College High Schools. Additionally, when appropriate, the Council will facilitate the coordination of activities and events (such as joint professional development) across the schools. Members of the Council may also include the Principals, District Office Liaisons, EPCC Campus Deans, EPCC Faculty Liaisons, Texas Education Agency, UTEP Representative, EPCC President, EPCC Vice President of Instruction and Workforce Education, and EPCC Vice President of Student and Enrollment Services, Communities Foundation of Texas Intermediary, Texas Association of Community Colleges/Texas Education Association Intermediary, UTEP Provost, UTEP STEM Center, and the EPCC Vice President of Instruction. It is firmly believed that this new management and organizational tool will enhance the operation of the high schools and ensure consistency in operation, while still allowing for the individuality of each P-TECH school. This group will meet quarterly.

17. Marketing and Co-branding

The P-TECH Program is a strong and beneficial partnership between YISD and EPCC and will be co-branded accordingly. EPCC and P-TECH 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 P-TECH will state, "The P-TECH Program 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 pre-approved P-TECH letterhead or masthead or digital material posted in a 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 P-TECH students.

18. Renewal or Termination

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

19. Liability of EPCC and the 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.

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. **Terminology.** The term “Partner” as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence of formation of a Partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of Partners.
- C. **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 | Ysleta Independent School District |
| P.O. Box 20500 | 9600 Sims |
| El Paso, TX 79998 | El Paso, TX 79925 |
| Attn: President | Attn: Superintendent |
- D. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- E. **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.
- F. **Assignment Prohibited.** This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the Parties.
- G. **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.
- H. **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.
- I. **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, 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:

General Counsel, YISD

STUDENT SERVICES ABSTRACT

Item(s) to be Considered: Discussion and action on the approval of lease contracts with The Phoenix of El Paso for rental of apartments for the Intercollegiate Athletics Department.	Amount (Not to Exceed): \$70,000																														
Requestor: Felix Hinojosa	Area Responsible: Intercollegiate Athletic Department																														
Resource Persons: Kenneth Gonzalez, Felix Hinojosa																															
<p>Purpose: To provide housing (to include monthly rent, water and gas) for the baseball, cross country and softball student athletes for the 2019-2020 fiscal year.</p> <p>Explanation: The Intercollegiate Athletic Department will require two (2) three-bedroom apartments for the baseball, softball, and two (2) two-bedroom apartments for the cross country programs. The apartments will be for student athletes awarded "Room" on their NJCAA Letter of Intent.</p> <p>The Phoenix of El Paso apartments are adjacent to the Valle Verde campus, which provides convenient walking distance to the classrooms and athletic facilities for the EPCC student athletes.</p> <p>Funding is provided by the Baseball, Softball and Cross Country accounts.</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <table border="1" style="width: 45%; border-collapse: collapse;"> <tr><td>Date:</td><td style="text-align: right;"><u>09/01/19</u></td></tr> <tr><td>Account:</td><td style="text-align: right;"><u>32006-A32006</u></td></tr> <tr><td>Budget:</td><td style="text-align: right;"><u>\$339,907</u></td></tr> <tr><td>Expenditures to date:</td><td style="text-align: right;"><u>\$5,773</u></td></tr> <tr><td>Balance:</td><td style="text-align: right;"><u>\$334,134</u></td></tr> </table> <table border="1" style="width: 45%; border-collapse: collapse;"> <tr><td>Date:</td><td style="text-align: right;"><u>09/01/19</u></td></tr> <tr><td>Account:</td><td style="text-align: right;"><u>32007-A32007</u></td></tr> <tr><td>Budget:</td><td style="text-align: right;"><u>\$356,718</u></td></tr> <tr><td>Expenditures to date:</td><td style="text-align: right;"><u>-0-</u></td></tr> <tr><td>Balance:</td><td style="text-align: right;"><u>\$356,718</u></td></tr> </table> </div> <div style="margin-top: 20px;"> <table border="1" style="width: 45%; border-collapse: collapse;"> <tr><td>Date:</td><td style="text-align: right;"><u>09/01/19</u></td></tr> <tr><td>Account:</td><td style="text-align: right;"><u>32011-A32011</u></td></tr> <tr><td>Budget:</td><td style="text-align: right;"><u>\$255,409</u></td></tr> <tr><td>Expenditures to date:</td><td style="text-align: right;"><u>\$1,587</u></td></tr> <tr><td>Balance:</td><td style="text-align: right;"><u>\$253,822</u></td></tr> </table> </div>		Date:	<u>09/01/19</u>	Account:	<u>32006-A32006</u>	Budget:	<u>\$339,907</u>	Expenditures to date:	<u>\$5,773</u>	Balance:	<u>\$334,134</u>	Date:	<u>09/01/19</u>	Account:	<u>32007-A32007</u>	Budget:	<u>\$356,718</u>	Expenditures to date:	<u>-0-</u>	Balance:	<u>\$356,718</u>	Date:	<u>09/01/19</u>	Account:	<u>32011-A32011</u>	Budget:	<u>\$255,409</u>	Expenditures to date:	<u>\$1,587</u>	Balance:	<u>\$253,822</u>
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<p>Recommendation: Approval by the Board of Trustees.</p> <p style="margin-top: 20px;">Vendor: The Phoenix of El Paso 7401 Phoenix Ave. El Paso, TX 79915</p>																															