



**Restated and Amended
Interlocal Agreement
between El Paso County Community College District
and Fabens Independent School District
for the Operation of Fabens High School
Pathways in Technology Early College High School**



This Restated and Amended Interlocal Agreement (the “Agreement”) is made and entered into between El Paso County Community College District (EPCC) and Fabens Independent School District (Fabens ISD) (collectively, the “Parties”) for the purpose of continuing to operate and maintain a Pathways in Technology Early College High School (P-TECH or P-TECH Program) at Fabens HS effective as of this day of _____ 2025.

1. Recitals

WHEREAS, Fabens ISD and EPCC desire to continue 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 degree, postsecondary certificate, or industry certification as well as authentic work experiences designed to prepare students for positions in their field; and

WHEREAS, the P-TECH will be located at 601 NE “G” Avenue, Fabens, TX 79838, with no more than 72 students;

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

WHEREAS, Fabens ISD and EPCC are authorized to enter into this Agreement pursuant to Section 791.001, Texas Government Code, and

WHEREAS, this Agreement will provide efficiencies and cost savings to Fabens ISD and EPCC and will benefit the students and taxpayers of Fabens ISD 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 in the Fabens ISD will provide a select population of, in accordance with the Texas Education Agency’s designation application guidelines, a unique educational opportunity to attend both high school and college in a special campus environment that will challenge them to excel in their academic and personal endeavors. 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 degree, postsecondary certificate, or industry certification within four years of entering high school. Fabens ISD 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 _____, 2025, and concluding on _____, 2030, unless terminated earlier pursuant to paragraph 19 hereof.

4. Definitions

- A. **College Courses for Dual Credit** are those courses for which students receive both high school and College credit and are taught in a variety of delivery modes:

- (i) At the P-TECH by a Fabens ISD teacher credentialed by EPCC;
 - (ii) At the College campus taught by an EPCC faculty member;
 - (iii) Through a distance learning course taught by an EPCC faculty member.
- B. **College Courses for College Credit** are those courses for which students receive College credit only; these courses do not have a high school equivalent and therefore cannot be offered for high school credit; i.e. 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 Fabens HS P-TECH school campus.
- C. **Program of Study** refers to a sequence of specific courses leading to an associate degree, two-year postsecondary certificate, or industry certification.
- D. **Degree** means an associate degree, two-year postsecondary certificate, or industry certification from EPCC in a Program of Study.
- E. **P-TECH Sections** are courses for dual credit taught in a high school that are designated for P-TECH students who have satisfactorily met the prerequisite Texas Success Initiative Assessment (TSIA2) scores for that course, if appropriate.

5. Academic Plan

An academic plan developed by Fabens ISD and EPCC that enables each student to earn a high school diploma and an associate degree, postsecondary certificate, or industry certification. High School and 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 the Texas Education Code. Both high school and College credit will be transcribed immediately upon a student's completion of the course.

- A. **College Curriculum.** EPCC will have full control over faculty assignments, faculty credentials, and faculty evaluations for all dual credit sections as it pertains to College courses. EPCC will have full control over the College curriculum, College syllabi, and College textbook selection. P-TECH teachers will comply with any Student Learning Outcomes, Core Curriculum assessments, and interventions as required by the College disciplines. EPCC will not provide classes that only meet high school requirements.
- B. **Grading Periods and Policies.** P-TECH students will adhere to the grading periods and policies of EPCC for dual credit and College credit courses, but will adhere to the grading periods and policies of Fabens ISD, as well as the district calendar, for high school credit courses.
- C. **Courses of Study.** The P-TECH will primarily provide courses of study that meet the requirements of an associate degree, postsecondary certificate, or industry certification and the Distinguished Level of Achievement diploma, in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Students will also have the opportunity to earn an embedded certificate of completion. Enrollment into high demand or clinical courses may be contingent upon availability.
- D. **Curriculum Alignment.** A curriculum crosswalk, similar to the form set forth below in Appendix A, will be used for the purpose of granting each student the opportunity to earn a high school diploma and college course credit towards an associate degree, postsecondary certificate, or industry certification in the Program of Study within four years of first entering high school. The curriculum alignment will be reviewed on an annual basis by the P-TECH Advisory Committee (composed of Fabens ISD and EPCC personnel), and updates will be documented in the annual Texas Education Agency ("TEA") P-TECH program application.

- E. Instructional Materials.** Textbooks for P-TECH students will be provided by Fabens ISD. All other instructional materials for College credit courses and research activities will be provided jointly by Fabens ISD and EPCC. In all cases, Fabens ISD 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 EPCC approved credentials to teach the College courses and to handle the appropriate lab equipment at the high school campus. For College courses for dual credit, Fabens ISD 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 Fabens ISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the Fabens ISD Instructional Calendar. Students enrolled in College courses for dual credit at EPCC or online will attend classes on days outlined in the EPCC Instructional Calendar.
- G. Student Enrollment and Attendance Policies.** P-TECH students are required to meet Fabens ISD attendance requirements for all dual credit and high school courses and the EPCC attendance requirements for all College credit courses taught by an EPCC credentialed instructor.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

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

B. Fabens ISD. Fabens ISD will be responsible for:

- i) Recruiting students;
- ii) Providing and maintaining the appropriate classrooms, facilities, tools and equipment;
- iii) Hiring and supervising P-TECH faculty and staff;
- iv) Developing and delivering the high school curriculum;
- v) Operating and maintaining the P-TECH Program; and
- vi) Transcribing high school credit immediately upon a student's completion of the course.

C. JOINT RESPONSIBILITIES. EPCC and Fabens ISD will be responsible for:

- i) Aligning the high school and College courses;
- ii) Sharing in the scheduling of College courses for the P-TECH;
- iii) Advising students throughout their collegiate academic experience;
- iv) Developing memoranda of understanding with regional industry or business partners.
- v) Providing joint professional development opportunities; and
- vi) Certifying to the Texas Education Agency and the Texas Higher Education Coordinating Board, no fewer than once per calendar year, the eligibility of all students for which it receives notice of FAST eligibility from such student's school district, of that student's eligibility for the FAST Program.

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 Advisory 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;
- 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. Fabens ISD will house P-TECH at the following site:

Pathways in Technology Early College High School
 Fabens High School
 601 NE "G" Avenue
 Fabens, TX 79838

The space will include core learning classrooms, a library, learning resources, and administrative and student support areas. All P-TECH classes will be located in a dedicated and contiguous space or stand-alone building adjacent to the main building. Construction and installation, maintenance, utilities, and operation will be at Fabens ISD's sole expense.

B. Safety and Health. In case of a health emergency on the P-TECH campus, the Fabens ISD 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. It is Fabens ISD's responsibility to ensure that the P-TECH nursing staff hold the necessary credentials.

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

Credentials of prospective P-TECH teachers who will teach College courses for dual credit will be pre-screened by the appropriate EPCC administrator. EPCC discipline faculty will be invited to serve on 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.

The P-TECH will have the following personnel:

- A P-TECH Assistant Principal, shared with the comprehensive high school;
- A Counselor, shared with the comprehensive high school;
- The appropriate number of highly qualified teachers based on enrollment and/or curriculum needs;
- A Nurse, shared with the comprehensive high school;
- A Secretary, shared with the comprehensive high school;
- 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.

Maximum enrollment for Fabens HS P-TECH is 72 students. The staffing will comply with EPCC's Enrollment Optimum but strive for a limit of twenty-five (25) students per class.

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 administrative positions.

EPCC discipline faculty will serve on the P-TECH's teacher-hiring committees. For those areas in which onsite dual credit classes will be offered, the 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 Fabens ISD hiring procedures and requirements.

9. Professional Development of Staff

Fabens ISD shall be responsible for professional development of all full-time and part-time staff assigned to the P-TECH, including staff development aimed at working with technology and at-risk students. Faculty at Fabens ISD' cost 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 Fabens ISD.** Except as expressly set forth herein, Fabens ISD shall provide student services for all P-TECH students in the P-TECH, including health services, counseling services, tutorial services, transportation, food service, all high school books and teaching materials, and all College textbooks (see Section 5.E.). By July 1 of each year, Fabens ISD 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 Fabens ISD at the P-TECH, students will be issued an EPCC ID by the end of the first semester of their freshman year and will have open access to EPCC's online library databases, materials, and resources. P-TECH students will have access to on-campus and online 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. 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. Students who choose to transfer to another school after census date may be allowed to remain in an online course but will have to withdraw from a course for Dual Credit taught at the high school.
- C. Codes of Conduct.** P-TECH students will adhere to all the requirements of the Fabens ISD 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 Fabens ISD Code of Conduct and the EPCC Code of Conduct, the Fabens ISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used. Students enrolled in a course for Dual Credit who are placed in an alternative school will be withdrawn from the course but may be allowed to remain in the P-TECH program upon returning to the high school campus.
- D. Transportation.** Transportation to the P-TECH campus or to the EPCC campus for a Program of Study course will be at the sole discretion of Fabens ISD and not the responsibility of EPCC. Fabens ISD will

ensure bus routes for students to and from their homes to the P-TECH campus during fall, spring, and summer terms that occur during regular high school hours.

- E. 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 materials, support, and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations will contact the EPCC Center for Students with Disabilities (CSD) to arrange a meeting with a CSD Counselor. The placement exam will be administered at the high school that complies with EPCC's CSD-approved accommodations.
- B. Prerequisites.** 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. P-TECH students will be enrolled in P-TECH sections for core dual credit classes.
- C. Business Holds.** P-TECH students will be enrolled in EPCC courses upon the timely receipt of all the pre-registration/advising documentation by the EPCC Admissions and Registration DC/ECHS Specialist. If the P-TECH student has a hold preventing registration such as, but not limited to, "business hold or required documentation," the student will not be enrolled in the class and a notation will be made to the roster and returned back to the designated individual at the P-TECH. P-TECH administration (Principal, Assistant Principal, or Counselor) will be notified and will be responsible for assisting the student in clearing the hold. Once the hold has been removed, the P-TECH designee must add the student once more to the enrollment roster requesting enrollment once again.
- D. 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.
- E. State Assessment Testing.** The P-TECH Assistant Principal will be responsible for informing the designated EPCC Dean of mandatory assessment testing dates. P-TECH students will be responsible for informing EPCC instructors of dates for all mandatory assessment testing and ensuring that missed work is completed.
- F. High School Graduation.** Upon high school graduation, P-TECH students who have not yet graduated with their degree or certificate may continue to pursue their degree plan at EPCC, but they will complete a new Apply TX and assume all financial responsibility.
- G. College Graduation.** After P-TECH students graduate with their degree or certificate, they may continue to take College courses at EPCC, but they will complete a new Apply TX and assume all financial costs.
- H. EPCC Dual Credit Policy and Procedures.** In all cases, College courses for dual credit will adhere to EPCC's College Procedure GH-2 "High School Dual Credit Program Requirements."
- I. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of

the Rehabilitation Act of 1973, Fabens ISD 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 Fabens ISD. 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 P-TECH students enrolled in such courses. 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, Fabens ISD is responsible for the OER fee. Fabens ISD is also responsible for the First Day Adoption (FDAY) fee for those courses that offer this option and for which students have not opted out. Fabens ISD will fund placement testing fees. Other fees may apply, as outlined in the most recent Dual Credit Partnership Agreement approved and signed by both Fabens ISD and EPCC, except to the extent that such agreement provides for or allows fees of any nature to be assessed against students enrolled in a dual credit course (including, without limitation, three-peat fees, fees for enrollment after the Census Date, and other incurred fees).

13. Recruitment and Selection of Students

Fabens ISD shall be solely responsible for recruiting and selecting students for the P-TECH Program. An attempt will be made to recruit students from each Fabens ISD middle school. Priority will be given to 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 Emergent Bilingual Students. Other slots may be granted to out-of-district transfers, if available. 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. Maintenance of a P-TECH 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. A community informational meeting for students/parents interested in the P-TECH Program;
- F. Presentation of recruitment and admission information in a bilingual mode;
- G. Any other activities required by the TEA Blueprint.

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

Admission to the P-TECH Program will be open to no more than 18 students per cohort at each P-TECH. This will be known as a cohort. Criteria for admission to the P-TECH Program will allow 8th grade students to apply each year for the new cohort and enter the P-TECH Program as 9th graders. In special circumstances, additional 9th graders who meet the criteria for the P-TECH will be allowed to apply for any available openings in the cohort, not to exceed the maximum of students. These additional students will not be included in the cohort's college graduation rate, but any postsecondary degree or certificate they earn will count toward the P-TECH's total awards.

14. Collecting and Sharing Data

Fabens ISD 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. Fabens ISD and EPCC

Research departments will be the primary point of contact for all data collection for their respective institutions. In addition, Fabens ISD 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, faculty satisfaction, and other local or national surveys administered to EPCC students. Fabens ISD 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; TSIA2 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; Fabens ISD 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, success, and well-being.

FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates Fabens ISD 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 Fabens ISD to carry out the Program; and, Fabens ISD 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. Records and Criminal History

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

16. Advisory Committee

An Advisory Committee comprised of representatives from EPCC and the Fabens ISD will meet at least quarterly to facilitate communication, evaluate instructional and programmatic activities, identify issues and challenges, make recommendations, and enhance collaboration. The Advisory Committee shall periodically make reports 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 Fabens ISD.
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of Fabens HS P-TECH students;
- E. Community informational meetings for students/parents interested in Fabens HS P-TECH.

Members of the Advisory Committee may include: EPCC Dual Credit and Early College High Schools (DC/ECHS) Program Associate Director (Student Services), EPCC Designated Dean, EPCC Dean of DC/ECHS, EPCC ECHS Counseling Coordinator, EPCC Counselor, the P-TECH Principal, the P-TECH Assistant Principal, the P-TECH Counselor, Fabens ISD 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.

17. Early College High School Leadership Council

Representatives from the Advisory Committee in addition to Fabens ISD and EPCC 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. Other Members of the Council may include the District Office Liaisons, EPCC Campus Deans, EPCC Faculty Liaisons, Texas Education Agency Designated Coaches, UTEP Representative, EPCC President, EPCC Vice President of Instruction and Workforce Education, EPCC Vice President of Student and Enrollment Services, Communities Foundation of Texas Intermediary, Texas Association of Community Colleges/Texas Education Association Intermediary, UTEP Provost, and UTEP STEM Center. It is firmly believed that this new management and organizational tool will enhance the operation of the high schools and ensure consistency in operation. This group meets biannually.

18. Marketing and Co-branding

The P-TECH Program is a strong and beneficial partnership between Fabens ISD 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, including the school’s website. The logos must be the same size and in high profile locations. Fabens ISD and P-TECH will state, “The P-TECH Program is a partnership between Fabens ISD and EPCC,” when speaking, presenting, or discussing the initiative as well as in all written materials, including, but not limited to: news releases, website content, promotional materials, social media, or other content. Signage, banners and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Except for written materials on jointly pre-approved Early College High School letterhead, masthead, or digital material posted in a jointly pre-approved format, these materials will need to be reviewed and approved by EPCC’s Marketing/Community Relations Department and the Dean of DC/ECHS. Each party reserves the right to approve major signage, banners and other displays that will be displayed outside the EPCC Campus to the general public. EPCC supplied logos, banners, or other identifying material should be displayed in each classroom used to teach P-TECH students. Fabens ISD is responsible for ensuring that departments producing materials as well as appropriate administrators, faculty, and staff, are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

19. Renewal or Termination

Upon completion of the term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless Fabens ISD or EPCC shall give notice of nonrenewal at least ninety (90) days prior to the end of the term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either Fabens ISD or EPCC shall have the right to terminate this Agreement with or without cause at any time during the term upon written notice to the other party. In the event of termination during the term of this Agreement, the effective date of termination shall be as of June 30 following the notice. It is the intent of the Parties that no termination shall be made or take effect at any time while the academic school is in progress to avoid disrupting the academic progress of the P-TECH students, unless the Parties mutually agree in writing. 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 though graduation of those cohorts by agreement. While in the process of discontinuing operation, the 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 P-TECH.

20. Liability of Fabens ISD and EPCC

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

21. Miscellaneous

- A. Integrated Agreement.** This Agreement constitutes the entire agreement of the Parties respecting the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.
- B. 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
P.O. Box 20500
El Paso, TX 79998
Attn: President

Fabens Independent School District
P.O. BOX 697
Fabens, TX 79838
Attn: Superintendent

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

- 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

FABENS ISD:
FABENS INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Rogelio Segovia, Superintendent

Approved as to form:

General Counsel, FABENS ISD

Appendix A

Fabens High School - El Paso Community College P-TECH Crosswalk



EPCC Program	High School Course	Credits	Peims #	EPCC Course	Credits
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