



**Restated and Amended
Interlocal Agreement
between El Paso County Community College District
and San Elizario Independent School District
for the Operation of San Elizario 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 San Elizario Independent School District (San Elizario ISD) (collectively, the “Parties”) for the purpose of continuing to operate and maintain San Elizario Early College High School (San Elizario ECHS), effective as of **this 16th day of September 2025**.

1. Recitals

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

WHEREAS, EPCC and San Elizario ISD intend to enroll students in grades 9 – 12 in San Elizario ECHS and to provide the financial support necessary; and

WHEREAS, San Elizario ECHS is located at 13981 Socorro Rd., San Elizario, Texas 79849 with no more than two hundred and forty (240) students;

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

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

WHEREAS, this Agreement will provide efficiencies and cost savings to EPCC and San Elizario ISD and will benefit the students and taxpayers of EPCC and San Elizario ISD;

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

2. Mission Statement

San Elizario ECHS in San Elizario 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, as well as motivate students to be productive problem-solving members of society by having the opportunity to earn a high school diploma and an associate degree, from EPCC upon high school graduation.

3. Term

The term of this Agreement is for five (5) years commencing on September 16, 2025, and concluding on September 16, 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 San Elizario ECHS by a San Elizario 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 or through a distance learning class.

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

5. Academic Plan

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

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

- E. Instructional Materials.** Textbooks for San Elizario ECHS students will be provided by San Elizario ISD. All other instructional materials for College credit courses and research activities will be provided jointly by EPCC and San Elizario ISD at no charge to the students. In all cases, San Elizario 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 appropriate lab equipment at the high school campus. San Elizario ISD will provide those items typically required for purchase by students. For College courses for dual credit, San Elizario 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.** San Elizario ECHS students will follow the instructional calendar for both EPCC and San Elizario ISD as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the San Elizario 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.** San Elizario ECHS students are required to meet the San Elizario 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 faculty.

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;
- (ii) Providing professional development opportunities for San Elizario ECHS credentialed instructors by EPCC;
- (iii) Providing College courses as appropriate and
- (iv) Transcribing College credit immediately upon a student's completion of the course.

B. San Elizario ISD. San Elizario ISD will be responsible for:

- (i) Recruiting students;
- (ii) Providing and maintaining the appropriate classrooms, facilities, tools, and equipment;
- (iii) Hiring and supervising San Elizario ECHS faculty and staff;
- (iv) Developing and delivering the high school curriculum; and
- (v) Operating and maintaining the San Elizario ECHS program;

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

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

- (v) Certifying to the Texas Education Agency and the Texas Higher Education Coordinating Board, no fewer than once per calendar year, the eligibility of all students for which it receives notice of FAST eligibility from such student's school district, of that student's eligibility for the FAST Program.

7. Use of Facilities

A. Buildings and Site. San Elizario ISD houses San Elizario ECHS at 13981 Socorro Rd., San Elizario, Texas 79849. The space includes core learning classrooms, a library, learning resources, and administrative and student support areas. All core San Elizario ECHS classes will be located in a dedicated and contiguous space. Construction and installation, maintenance, utilities, and operation will be at San Elizario ISD's sole expense.

B. Safety and Health. In case of a health emergency at the San Elizario ECHS campus, the San Elizario 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 San Elizario ECHS student. It is the San Elizario ISD's responsibility to ensure that the Early College nursing staff hold the necessary credentials.

8. Staffing.

All San Elizario ECHS staff shall be exclusive employees of San Elizario ISD ("San Elizario ISD Staff"). There will be no joint employment relationship between EPCC and San Elizario ISD of any San Elizario ISD staff. San Elizario ISD shall exclusively pay all salaries and provide benefits to all San Elizario 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 San Elizario ISD staff.

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

San Elizario ECHS will have the following personnel:

A San Elizario ECHS assistant principal, dedicated to San Elizario ECHS within two years of the school's opening in coordination with the college and career readiness specialist (CCR Specialist).

All San Elizario ECHS counselors, will provide college career counseling for all students enrolled, dedicated within six months of the school's opening

The appropriate number of highly qualified teachers based on enrollment and/or curriculum needs

A Nurse, shared with San Elizario High School

A Clerk, shared with San Elizario High School

A PEIMS clerk/register, shared with San Elizario High School

A Security Guard, shared with San Elizario High School

A District Technologist, shared with San Elizario High School

A Librarian, shared with San Elizario High School

Maximum enrollment for San Elizario ECHS is 240 students. The staffing will comply with EPCC's Enrollment Optimum but strive for a limit of twenty-five (25) students per class.

The San Elizario ECHS Counselor will be responsible for overseeing every San Elizario ECHS student's degree plan requirements once the plan has been approved by the EPCC counselor

The appropriate San Elizario ECHS/EPCC Dean and EPCC Administrative Liaison will serve on the hiring committees for the San Elizario ECHS administrative positions.

EPCC discipline faculty will serve on the San Elizario ECHS teacher-hiring committees. For those areas in which onsite dual credit classes will be offered, San Elizario 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 San Elizario ISD hiring procedures and requirements.

9. Professional Development of Staff

San Elizario ISD shall be responsible for professional development of all full-time and part-time staff assigned to San Elizario ECHS, including staff development aimed at working with technology and at-risk students. San Elizario ECHS faculty at San Elizario ISD's cost will participate in the professional development activities of EPCC, and the agency designated by the Texas Education Agency (TEA) to provide Early College High School leadership coaching and technical assistance.

10. Student Services

- A. Student Services Provided by San Elizario ISD.** Except as expressly set forth herein, San Elizario ISD shall provide student services for the San Elizario ECHS students, including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials, and all College textbooks (see Section 5.E.). By July 1 of each year, San Elizario 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 San Elizario ISD at San Elizario ECHS, 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. San Elizario ECHS students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC Librarians will provide training to designated San Elizario ECHS Librarians on available EPCC resources. San Elizario ECHS students will have access to all EPCC student services and privileges, including participation in student government and student clubs. Upon mutual agreement, EPCC will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in College courses for dual credit and college credit courses.
- C. Codes of Conduct.** San Elizario ECHS students will adhere to all the requirements of the San Elizario 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 San Elizario ISD Code of Conduct and the EPCC Code of Conduct, the San Elizario ISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed. Students enrolled in any course for Dual Credit who are placed in an alternative school will be withdrawn from

the course but may be allowed to remain in the Early College program upon returning to the high school campus.

D. Major Sports and University Interscholastic League (UIL) Activities. San Elizario ECHS students will be allowed to participate in major sports and UIL sponsored activities.

E. Transportation. Transportation is at the sole discretion of San Elizario ISD and not the responsibility of EPCC. San Elizario ISD will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring and summer terms that occur during regular high school hours. San Elizario ISD will provide round-trip transportation for students from San Elizario ECHS to EPCC campuses for official school activities, such as daily classes in approved schedule.

11. Enrollment in College Courses

A. Placement Exams. As a prerequisite to enrollment in College courses, each student shall apply for and be admitted to EPCC and shall successfully complete appropriate placement exams, where required. EPCC shall provide materials, support and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations should contact the EPCC Center for Students with Disabilities (CSD) to arrange a meeting with a CSD Counselor. The placement exam will be administered at the high school that complies with EPCC's CSD-approved accommodations.

B. Prerequisites. San Elizario ECHS students must meet the prerequisite for any College course for which they register; no waivers for such prerequisites will be granted. A course designated as dual credit may not be open to students who have not yet met the prerequisite for such course; students who have not met the prerequisite may not be in attendance in the same classroom. San Elizario ECHS students will be enrolled in ECHS sections for core dual credit classes.

C. Business Holds. San Elizario ECHS 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 Early College 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 Early College. The Early College 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 Early College designee must add the student once more to the enrollment roster requesting enrollment once again.

D. Degree Plans. San Elizario ECHS students will only take College courses for dual credit or College credit courses that apply toward their EPCC degree plan or the degree plan of the transferring institution they have selected, whether such classes are taught at San Elizario ECHS or at the EPCC campus. San Elizario ECHS students will be advised on the transferability of all College credit offered and earned.

E. State Assessment Testing. The San Elizario ECHS Principal will be responsible for informing the designated EPCC Dean of mandatory assessment testing dates. San Elizario ECHS 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, San Elizario ECHS students who have not yet graduated with an associate degree 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 San Elizario ECHS students graduate with their associate degree, 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 courses will adhere to EPCC's College Procedure -GH2 "High School Dual Credit Program Requirements."
- I. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, EPCC and San Elizario ISD agree to take any steps necessary to comply with the provisions of these laws. Coordination of services under the Agreement, enrollment of students, and providing 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 San Elizario ISD. Accommodations for special education students enrolled in dual credit courses 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 San Elizario ECHS student 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, San Elizario ISD is responsible for the OER fee. San Elizario 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. San Elizario 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 EPCC and San Elizario ISD, except to the extent that such agreement provides for or allows fees of any nature to be assessed against students enrolled in a dual credit course (including, without limitation, three-peat fees, fees for enrollment after the Census Date, and other incurred fees).

13. Recruitment and Selection of Students

To secure the broadest applicant pool possible, San Elizario ECHS will recruit 8th grade students no later than the end of the spring semester of each year. San Elizario ISD will recruit from middle schools throughout the district. A recruitment team comprised of the San Elizario ECHS assistant principal, Counselor, and on-site San Elizario ECHS staff will lead this effort. The recruiting process will include the following activities:

- A. Maintenance of the San Elizario ECHS website that provides recruitment and admission information with a link to the EPCC homepage; EPCC Library homepage, and the EPCC Dual Credit/ECHS Program homepage;
- B. Distribution of recruitment/admission packets to middle school students in the school district;
- C. Meetings with middle school counselors to introduce and explain the concept of the TEA and Early College High School blueprint.

- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of ECHS students;
- E. Community informational meetings for students/parents interested in the San Elizario ECHS;
- F. Presentation of recruitment and admission information in both English and Spanish; and
- 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 San Elizario ECHS will be open to a maximum of 60 students each year. This will be known as a cohort. Criteria for admission to the San Elizario ECHS will allow 8th grade students to apply for the new cohort and enter San Elizario ECHS as 9th graders. The majority of the students accepted to the San Elizario ECHS will be those who are identified as “at risk” according to the TEA guidelines including, low-income students, and Emergent Bilingual.

In special circumstances, additional 9th graders will be allowed to apply for any available openings in the cohort, as long as they do not exceed the maximum of 60 students. These students will be integrated into the existing cohort.

14. Collecting and Sharing Data

EPCC and San Elizario ISD agree to collect data associated with San Elizario ECHS required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. EPCC and San Elizario ISD Research departments, will be the primary point of contact for all data collection for their respective institutions. In addition, EPCC and San Elizario ISD agree to share any data required for the successful completion of the San Elizario 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, San Elizario ECHS will participate in student success, faculty satisfaction surveys, and other local or national surveys administered to EPCC students. EPCC and San Elizario ISD 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 ECHS staff; and location(s) where courses are taught. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: EPCC data; San Elizario ISD data; high school grade point average, high school percentile, high school ranking; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement, 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 San Elizario ISD 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 San Elizario ISD to carry out the Program; and San Elizario ISD hereby designates EPCC as a school official with a legitimate educational interest in the educational records of the Students who participate in the Early College High School Program to the extent that access to the records are required by EPCC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

15. Records and Criminal History

Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. EPCC agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, San Elizario 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 San Elizario 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 Advisory Committee will meet in order to:

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

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

17. Early College High School Leadership Council

Representatives from the Advisory Committee in addition to EPCC and San Elizario ISD 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, UTEP Representative, EPCC President, EPCC Vice President of Instruction and Workforce Education, and EPCC Vice President of Student and Enrollment Services. It is firmly believed that this new management and organizational tool enhances the operation of the high schools and ensures consistency in operation, while still allowing for the individuality of each Early College High School. This group will meet biannually.

18. Marketing and Co-branding

San Elizario ECHS is a strong and beneficial partnership between EPCC and San Elizario and will be co-branded accordingly. EPCC and San Elizario 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, including the school's website. The logos must be the same size and in high-profile locations. San Elizario ISD and San Elizario ECHS will state, "San Elizario ECHS is a partnership between EPCC and San Elizario ISD," 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 ECHS 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 San Elizario ECHS students. San Elizario 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 EPCC or San Elizario ISD shall give notice of nonrenewal at least ninety (90) days prior to the end of the term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either EPCC or San Elizario ISD 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 year is in progress to avoid disrupting the academic progress for the students of San Elizario ECHS, unless the Parties mutually agree in writing. In the event of termination, San Elizario ECHS will continue operation through the 11th grade cohort's scheduled graduation from San Elizario 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, San Elizario ECHS may not enroll any additional students in grades that have been phased out; but will continue to meet all the required design elements and provide full support for all students enrolled in the school.

20. Liability of EPCC and San Elizario ISD

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. EPCC and San Elizario ISD 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. San Elizario ISD shall bear sole responsibility and liability for any claims by its students arising from acts, omissions, and negligence attributed to San Elizario ISD. EPCC and San Elizario ISD 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. **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

San Elizario Independent School District
1050 Chicken Ranch Rd.
San Elizario, Texas 79849
Attn: Superintendent

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

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

Signed and approved effective as of the date shown above.

EPCC:
EL PASO COUNTY COMMUNITY COLLEGE
DISTRICT
By: _____
William Serrata, Ph.D., President

Approved as to form:

General Counsel, EPCC

San Elizario ISD:
San Elizario INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Jeannie Meza-Chavez, Superintendent

Approved as to form:

General Counsel, San Elizario ISD

APPENDIX A



San Elizario Independent School District - El Paso Community College San Elizario Early College High School Crosswalk for Associate Degree - Multidisciplinary

PEIMS #	Freshmen Year	Credit	EPCC Course	Credit
3220100	English I Pre Ap	1		
3100500	Math Pre AP	1		
3010200	Biology Pre AP	1		
3320100	World Geo Pre AP or Human Geo	1		
A3440100	Foreign Language	1		
13011410	BIM 1	1		
N1290050	College Transition	0.5	EDUC 1300 Learning Frameworks	3
3241400	Professional Communication	0.5	SPCH 1321 Business & Professional Communication	3
PES00000	Physical Education/Sport	1		
Total 9th Grade Credits		8		6
PEIMS #	Sophomore Year	Credit	EPCC Course	Credit
3220200	English II Pre AP	1		
3100600	Math Pre AP	1		
3040000	Chemistry Pre AP	1		
3340400	World History AP	1		
A3440200	Foreign Language II	1		
3310300	Economics ADV/DC	0.5	Social & Behavioral Sciences	3
3155600	Music Appreciation	0.5	Creative Arts	3
3330100	US Government	0.5	GOVT 2305 Federal Government	3
3380001	Special Topics	0.5	GOVT 2306 Texas Government	3
PES00001	Sport/CTE	1		
Total 10th Grade Credits		8		12
PEIMS #	Junior Year	Credit	EPCC Course	Credit
3220300	English III DC	1	ENGL 1301/1302 Composition I/Composition II	6
3101100	Math DC	1	Math	3
3050000	Physics	1		
3340100	US History DC	1	HIST 1301/1302 US History I/US History II	6
	College Field of Study	1 to 2	Various Fields of Study	3
	College Field of Study	1 to 2	Various Fields of Study	3
PES00002	Sport/CTE	2		
Total 11th Grade Credits		8-12		21
PEIMS #	Senior Year	Credit	EPCC Course	Credit
3220400	English IV DC/English IV	1	Language, Philosophy, & Culture	3
3101100	Pre-Calculus/Math DC	1		
	4th Year Science DC	1	Life & Physical Science I & II	6
	Local Science		Life & Physical Science Lab I & II	2
	College Field of Study	1-2	Various Fields of Study	6
	College Field of Study	1-2	Various Fields of Study	6
PES00003	Sport/CTE			
Total 12th Grade Credits		8-10		23
Total High School Credits		30-32	Total EPCC Credits	62