

**Restated and Amended Interlocal Agreement
between El Paso County Community College District
and Clint Independent School District
for the Operation of the Clint ISD Early College Academy**

This Interlocal Agreement is made and entered into between El Paso County Community College District (hereinafter "EPCC"), 9050 Viscount Boulevard, El Paso, Texas, acting through its Board of Trustees, and Clint Independent School District (hereinafter "Clint ISD"), 14521 Horizon Boulevard, El Paso, Texas, acting through its Board of Trustees, for the purpose of developing the Clint ISD Early College Academy (hereinafter "CECA") effective as of this 1st day of May 2017.

1. Recitals

WHEREAS, EPCC and Clint ISD desire to create an early college high school so that students will have the opportunity to earn a high school diploma and a two-year Associate's Degree upon graduation; and

WHEREAS, EPCC and Clint ISD intend to enroll students in grades nine (9) through twelve (12) in CECA; and

WHEREAS, a grant from the Greater Texas Foundation and the Meadows Foundation through Communities Foundation of Texas was used to plan the CECA and to contribute to its success in the first four years with the sustainability of CECA beyond that period being the responsibility of the parties to this agreement; and

WHEREAS, CECA will be located on 13100 Alameda Ave., Clint, Texas, 79836, with approximately four hundred (400) students; and

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

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

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

Clint ISD Early College Academy will provide Clint ISD 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 have the opportunity to earn a high school diploma and a two-year Associate's Degree upon graduation.

3. Term

The term of this Agreement is for five (5) years commencing on May 1, 2017, and concluding on May 31, 2022, unless terminated earlier pursuant to paragraph 13 hereof.

4. Definitions

A. 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 CECA by a Clint ISD teacher credentialed by EPCC;
- (ii) At the college campus taught by an EPCC faculty member;
- (iii) Through a distance education 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 equivalency 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 education class.

5. Academic Plan

An academic plan has been developed 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. CECA will administer all applicable statewide instruments under Subchapter B, Chapter 39. Both high school and college credit will be transcribed immediately upon a student's completion of the course.

- A. Grading Periods and Policies.** CECA will adhere to the grading periods and policies of the Clint ISD 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.
- B. Courses of Study.** CECA will primarily provide courses of study which meet the requirements of the Associate's of Arts 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. Additional courses of study will be approved by the campus principal and EPCC dean on an individual basis.
- C. Curriculum Alignment.** A curriculum framework will be developed that enables each student the opportunity to earn a high school diploma and an Associate's of Arts Degree within four years. The curriculum alignment will be reviewed on an annual basis by the CECA Advisory Committee and updates will be documented in the annual ECHS Re-designation Application.
- D. Instructional Materials.** Textbooks for CECA students will be provided by the Clint ISD. All other instructional materials for college credit courses and research activities will be provided jointly by EPCC and Clint ISD. In all cases, Clint ISD will provide those items typically required for purchase by students. For dual credit courses, Clint ISD will be responsible for all instructional items. For courses taught at the EPCC campus only, EPCC will provide supplies/consumables typically provided as part of the curriculum.
- E. Instructional Calendar.** CECA students will follow the instructional calendar for both Clint ISD and EPCC as it relates to enrolled coursework. Students enrolled in dual credit and high school courses will attend classes on days outlined in the Clint ISD Instructional Calendar.

Students enrolled in college credit courses will attend classes on days outlined in the EPCC Instructional Calendar.

F. Student Enrollment and Attendance Policies. CECA students are required to meet the Clint 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) Providing an annual contribution not to exceed FIFTY THOUSAND DOLLARS (\$50,000) toward utility costs. This figure will be based upon the total utility cost per square foot (provided by Clint ISD) multiplied by the number of square feet utilized by EPCC. This invoice should be delivered no later than June of each year.
- (ii) Sharing in the professional development of CECA teachers and review of credentials of CECA instructors prior to teaching college level courses;
- (iii) Sharing in the providing of college courses as appropriate and negotiated;

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

- (i) Recruiting students;
- (ii) Hiring and supervising staff;
- (iii) Developing the high school curriculum;
- (iv) Operating and managing the school;

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

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

7. Staffing. All staff for CECA shall be employees of Clint ISD. Clint ISD shall pay all salaries and provide benefits. EPCC shall have no responsibility to compensate or provide benefits to any of the staff of CECA. Staff for CECA will be hired by Clint ISD over a five (5) year period.

Once it is fully staffed for four hundred (400) students, CECA will staff the school based on areas of study and adopted curriculum which may include the following personnel:

Principal or like position
Assistant Principal or Dean of Students
Counselor or College Readiness Facilitator
The appropriate number of teachers based on enrollment and/or curriculum needs
Nurse or like position
Secretary
Clerk
Security Guard

The staffing will strive for a limit of twenty-five (25) students per class.

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

EPCC discipline faculty will serve on the CECA teacher hiring committees. For those areas in which dual credit classes will be offered, the ECHS will hire teachers who can meet EPCC credentialing requirements. All applicants must follow and meet Clint ISD hiring procedures and requirements.

In the event EPCC provides the instructor, cost sharing will be done according to the most recent Dual Credit Partnership Agreement.

8. Use of Facilities

A. Buildings and Site. Clint ISD will house the CECA at 13100 Alameda Ave. Clint, Texas, 79836. The space will include core classrooms including library and learning resources as well as administrative and student support areas. As the number of students increases, additional space will be used to meet these needs. All core CECA classes will be located in dedicated and contiguous space as the school grows. Buildings and installation will be at Clint ISD's expense.

B. Use of Facilities. Clint ISD shall use the facilities for the CECA, unless otherwise approved by the superintendent or his designee. EPCC may apply for use of the facilities as per GKD policy when same are not in use by Clint ISD; permission shall not be unreasonably withheld.

C. Maintenance. CECA shall provide grounds and building maintenance at its cost. CECA will provide custodial staff to clean and maintain the buildings.

D. Utilities. Clint ISD shall provide and pay for all utilities used by CECA including electricity, water, sewer and gas. EPCC will provide an annual contribution not to exceed FIFTY THOUSAND DOLLARS (\$50,000) per year, as stated in Article 6 above. Clint ISD shall provide and pay for all communications facilities including telephone, email, and computer networks.

E. Insurance. Clint ISD shall insure the CECA buildings under its property insurance policies against all casualty loss. In the event of casualty loss of all or any part of the buildings, the owner of the building shall be responsible for rebuilding or repair caused by the casualty loss.

F. Safety and Health. In case of a health emergency on the CECA campus, the Clint ISD Emergency Operations Plan will be followed. If the health emergency occurs on an EPCC campus, EPCC police will be the first responder but will not be responsible for providing non-life threatening health care for any student. It is Clint ISD's responsibility to ensure nursing staff hold the necessary credentials.

9. Student Services

A. Student Services Provided by Clint ISD. Except as expressly set forth herein, Clint ISD shall provide student services for the students in CECA, including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. Once the degree plan has been approved by the EPCC counselor assigned CECA, the CECA counselor will be responsible for overseeing every CECA student's degree plan.

Clint ISD librarians will assist CECA students in accessing and using available EPCC Library resources. By July 1 of each year, Clint 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 at the CECA, CECA students will be issued an EPCC ID and will have open access to EPCC's online library databases, materials, and resources. EPCC will provide ISD librarians with appropriate log-ins to access EPCC Library resources. EPCC librarians will provide training to ISD librarians on available EPCC resources. CECA students will have access to on-campus EPCC tutoring centers, Academic Computer Services labs, and libraries. CECA 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 are 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 CECA was responsible for not meeting that deadline.
- C. Codes of Conduct.** CECA students will adhere to all the requirements of the Clint 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 Clint ISD Code of Conduct and the EPCC Code of Conduct, the Clint ISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used.
- D. Grading Periods and Policies.** CECA will adhere to the grading periods and policies of the Clint ISD 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.
- E. Transportation.** Transportation will be at the discretion of Clint ISD and not the responsibility of EPCC. Clint ISD will ensure bus routes for students attending courses at all site EPCC facilities during the fall and spring terms. Clint ISD will provide round-trip transportation for students from CECA to EPCC campuses for official school activities, such as daily classes in an approved schedule.

10. Professional Development Staff

Clint ISD shall be responsible for professional development of all full-time and part-time staff assigned to CECA, including staff development aimed at working with at-risk students and technology. CECA faculty will participate in 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.

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 have successfully completed 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 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 CSD approved accommodations.

- B. Prerequisites.** CECA students must meet the prerequisite for any college course they register for; no waivers for such prerequisites will be granted. A course designated as dual credit may not be open to students who have not yet met the prerequisite for such course. Students who have not met the prerequisite may only be in attendance in the same classroom under the conditions listed in the most recent Dual Credit Partnership Agreement.
- C. Degree Plans.** CECA students will only take college credit courses toward their Associate's Degree following EPCC's degree plan or the degree plan of the transferring institution they have selected whether such classes are taught at the CECA or at the EPCC campus. CECA students will be advised on the transferability of all college credit offered and earned.
- D. State Assessment Testing.** CECA students will be responsible for informing EPCC instructors and the EPCC Dean of Dual Credit and ECHS of dates for all state assessment testing and for ensuring that missed work is completed.
- E. High School Graduation.** Upon high school graduation, CECA students who have not yet graduated with an Associate's degree may continue to pursue their degree at EPCC but will assume all financial responsibility.
- F. College Graduation.** After CECA students graduate with their Associate's Degree, 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 Dual Credit Policy and Procedure 6.00.01.30.
- 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, Clint 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 Center for Students with Disabilities (CSD). Appropriate accommodations will be determined based upon individual needs and requirements of the required program of study.

12. College Curriculum

EPCC will have full control over 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. The classroom and laboratory facilities in which dual credit courses are taught must meet College standards. EPCC will evaluate these facilities and document compliance prior to these courses being taught at CECA. 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 the high school requirements. CECA teachers will

comply with any Student Learning Outcomes assessments and interventions as required by the college disciplines.

13. Fees, Tuition, and Books for College Courses

EPCC shall waive tuition and fees for college credit courses for each CECA student enrolled in such courses, provided however that such courses are related to that student's official course of study. Clint ISD will provide the required EPCC college textbooks and teaching materials. Clint ISD will also fund placement testing fees.

14. Renewal or Termination

Upon completion of the initial term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless either party shall give notice of nonrenewal at least ninety (90) days prior to the end of the initial term or ninety (90) days prior to the end of any renewal term.

Notwithstanding the foregoing, either party shall have the right to terminate this Agreement with or without cause at any time during the initial term upon written notice to the other party. In the event of termination during the initial term of this Agreement, the effective date of termination shall be as of June 30 following the notice. It is the intent of the parties that no termination shall be made during the middle of the school year which will disrupt the academic progress for the students of CECA, unless the parties mutually agree. In the event of termination, CECA will continue operation through the 11th grade cohort's scheduled graduation from CECA. 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, CECA 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.

15. Recruitment and Selection of Students

To secure the broadest applicant pool possible, CECA will recruit qualified eighth grade students at all the middle schools in the early spring semester of each year. A recruitment team comprised of the CECA Principal and on-site CECA staff will spearhead this effort. This process will include the following activities:

- A. Creation of a CECA web site 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 include evaluation criteria for admission, to middle school students in the school district;
- C. Meetings with middle school counselors to introduce and explain the concept of the ECHS;
- D. Student/parent meetings at all middle school campuses explaining the opportunities and commitment required of CECA students;
- E. Presentation of recruitment and admission information in a bilingual mode; and
- F. The content of any publication bearing both names (EPCC and CECA) will be jointly approved and shall follow by EPCC and Clint ISD procedures.

Admission to the CECA will be open to 100 students in each cohort served by the Clint ISD. Criteria for admission to the CECA will allow 8th grade students to apply. The majority of the students accepted to the CECA 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. Should the number of students wishing to attend exceed available spaces, admission will be done by lottery.

16. Marketing and Co-branding

CECA is a strong partnership between Clint ISD and EPCC and will be cobranded accordingly. EPCC, Clint ISD, and CECA logos will appear jointly and prominently on all media/marketing materials and school marquee. Clint ISD and CECA will state “CECA is a partnership with EPCC and Clint ISD” when speaking, presenting, or discussing the initiative as well as in writing news releases, website content, promotional materials, or other written content. These materials will need to be reviewed and approved by EPCC’s Marketing/Community Relations Department and the Office of the Vice President of Instruction and Workforce Education. The EPCC logo, banner, or flag will be displayed in each classroom used to teach CECA students.

17. Collecting and Sharing Data

Clint ISD and EPCC agree to collect data associated with CECA required for reporting purposes and to share the data with the appropriate agencies or needed for internal purposes for use by either entity. The Clint ISD and EPCC Research departments will be the primary point of contact for all data collection for their respective institutions. In addition, Clint ISD and EPCC agree to share any data required for the successful completion of the CECA students’ graduation plans. When applicable, EPCC’s Institutional Review Board (IRB) will be conferred with when requesting and sharing data. When selected, CECA will participate in instruction success and faculty satisfaction surveys, such as the CCSSE, Noel Levitz ©, and others. Clint ISD and EPCC will collect and review the following disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, PSAT; TSI 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; Clint 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.

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

18. Advisory Committee

An Advisory Committee comprised of representatives of the College and the School District 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 advisory will meet in order to discuss:

- A. Develop and implement academic and professional policy;
- B. Develop and implement budgets and financial policy;
- C. Evaluate the performance of the CECA Director/Principal;

- D. Supervise annual evaluation of the program and effectiveness of the collaboration;
- E. Ensure adherence to state and federal regulations;
- F. Review, annually, the interlocal and/or articulation agreements and to suggest revisions as necessary.

Members of the Advisory Committee will include: EPCC Vice President of Instruction and Workforce Education, EPCC Vice President of Student Services, EPCC Dual Credit/ECHS Dean, EPCC DC/ECHS Program Director (Student Services), EPCC Executive Director of Registrar and Admissions, EPCC Dean (Liaison to CECA), EPCC ECHS Initiatives Coordinator, EPCC Dean's Assistant/Campus Liaison, EPCC ECHS Counseling Coordinator, EPCC Counselor, CECA Principal, CECA Assistant Principal, CECA Counselor, Clint ISD Superintendent, Clint ISD Advanced Academic Officer, and others as invited to participate, including parent and student representatives.

Initial members of the Steering Committee shall include the basis for the permanent Advisory Committee. EPCC Vice Presidents and Clint ISD senior administration serve in Planning Phase and initial years of the Implementation Phase. Once CECA is well established, these senior administrators may or may not continue to serve on the Advisory Committee.

19. Early College High School Leadership Council

Representatives from the Advisory Committee will be members of the Early College High School Leadership Council (ECHSLC). The purpose of the Early College High School Leadership Council is to provide a forum for the discussion of topics and issues of common interest and concern across all El Paso area Early College High Schools. Additionally, when appropriate, the Council will facilitate the coordination of activities and events (such as joint professional development) across the schools. Members of the Council will include the Principals, District Office Liaisons, EPCC Campus Deans, EPCC Faculty Liaisons, 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 Early College High School. This group will meet quarterly.

20. Liability of EPCC and Clint 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. Clint 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. Clint ISD shall bear sole responsibility and liability for any claims by its students. Clint ISD and EPCC expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

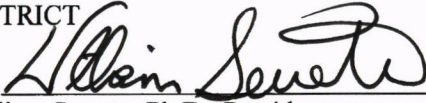
21. Miscellaneous

- A. **Integrated Agreement.** This Agreement constitutes the entire agreement of the parties respecting the subject matter hereof 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:

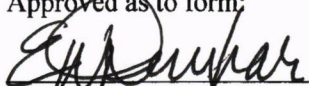
El Paso Community College	Clint Independent School District
P.O. Box 20500	14521 Horizon Boulevard
El Paso, TX 79998	El Paso, TX 79928
Attn: President	Attn: Superintendent
- C. **Compliance with Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. **Governing Law.** This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be performable in El Paso County, Texas.
- E. **Assignment Prohibited.** This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the parties.
- F. **Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.

Signed and approved effective as of the date shown above.

EPCC:
EL PASO COUNTY COMMUNITY COLLEGE
DISTRICT

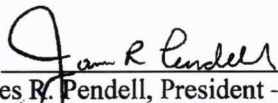
By: 
William Serrata, Ph.D., President

Approved as to form:

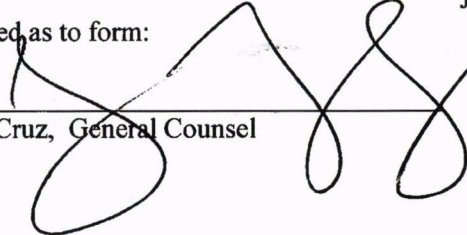

Edward Dunbar, General Counsel

Clint ISD:
Clint Independent School District

By: 
Juan Martinez, Superintendent

By: 
James R. Pendell, President – Board of Trustees

Approved as to form:


Juan J. Cruz, General Counsel