

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 Restated and Amended Interlocal Agreement (the "Agreement") is made and entered into between El Paso County Community College District (EPCC) and Clint Independent School District (Clint ISD) (collectively, the "Parties") for the purpose of continuing to operate and maintain Clint ISD Early College Academy ("CECA"), effective as of this <u>26</u> day of <u>May</u>, <u>2022</u>.

1. Recitals

WHEREAS, EPCC and Clint ISD entered into Interlocal Agreements with each of the schools, with an effective date of May 1, 2017, to establish the early college high school so that students would have the opportunity to earn a high school diploma and a two-year Associate's Degree upon graduation;

WHEREAS, Clint ISD Early College Academy is located at 13100 Alameda Ave., Clint, TX, 79836, with no more than 400 students;

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;

WHEREAS, Clint ISD and EPCC 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 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 a select population of students 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's Degree from EPCC upon high school graduation.

3. Term

The term of this Agreement is for five (5) years commencing on <u>June 1, 2022</u>, and concluding on <u>May 31, 2027</u>, 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 CECA by a Clint 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 High School students only.

5. Academic Plan

An academic plan developed by EPCC and Clint ISD that enables each student to earn a high school diploma and an Associate's Degree. College credit will be earned through College courses for dual credit. CECA will administer all applicable statewide assessment instruments under Subchapter B, Chapter 39 of Texas Education Code. Both high school and College credit will be transcripted 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. CECA 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. CECA 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 Clint ISD as well as the school calendar for high school credit courses.
- C. Courses of Study. CECA will primarily provide courses of study that meet the requirements of an Associate's Degree and the Distinguished Level of Achievement diploma, in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Students will also have the opportunity to earn embedded certificates of completion.
- **D.** Curriculum Alignment. A curriculum crosswalk, similar to the form set forth in Appendix A, will be used for the purpose of granting each student the opportunity to earn a high school diploma and an Associate's Degree within four years. The curriculum alignment will be reviewed on an annual basis by the CECA Advisory Committee (composed of EPCC and Clint ISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") re-designation application.
- **E.** Instructional Materials. Textbooks for CECA students will be provided by 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. 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. Clint ISD will provide those items typically required for purchase by students. For College courses for dual credit, Clint 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. CECA students will follow the instructional calendar for both Clint ISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the Clint ISD Instructional Calendar. Students enrolled in college courses for dual credit or College credit courses will attend classes on days outlined in the EPCC Instructional Calendar.
- **G. Student Enrollment and Attendance Policies.** 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) Admitting qualified students into EPCC;
- (ii) Providing professional development opportunities for ECHS instructors credentialed by EPCC;
- (iii) Providing College courses as appropriate and;
- (iv) Awarding College credit to qualified CECA students.
- (v) Transcripting College credit immediately upon a student' completion of the course.

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

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

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; and
- (iv) Providing joint professional development opportunities.

7. Use of Facilities

A. Buildings and Site. Clint ISD houses CECA covered by this Agreement at the following sites:

Clint ISD Early College Academy 13100 Alameda Ave. Clint, TX, 79836

The space will include core learning classrooms including library and learning resources as well as administrative and student support areas. All core Early College High School classes will be located in a dedicated and contiguous space such as a dedicated hall or wing. Construction and installation, maintenance, utilities, and operation will be at Clint ISD's sole expense.

B. Safety and Health. In case of a health emergency at CECA, the Clint ISD Emergency Operations Plan will be followed. If the health emergency occurs on the EPCC campus, the Early College High School Emergency Plan will be followed. EPCC police will be the first responder but will not be responsible for providing other than life saving health care for any Early College High School student.

8. Staffing

All the CECA staff shall be exclusive employees of Clint ISD ("Clint ISD staff"). There will be no joint employment relationship between EPCC and Clint ISD of any Clint ISD staff. Clint ISD shall exclusively pay all salaries and provide benefits to all Clint 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 Clint 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, Clint ISD will hire teachers who can meet EPCC credentialing requirements.

Clint ISD will staff CECA with the following personnel:

- An Early College High School Director, fully dedicated to each Early College High School
- A Counselor, fully dedicated to each Early College High School
- The appropriate number of highly qualified teachers based on enrollment and/or curriculum needs
- A Nurse, shared with the comprehensive high schools
- A Secretary, fully dedicated to each Early College High School
- A Clerk, shared with the comprehensive high schools
- 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

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

The CECA Counselors will be responsible for overseeing every Early College High School student's degree plan requirements once the plan has been approved by the EPCC counselor.

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

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

In the event EPCC provides the instructor for a College course for dual credit, cost sharing will be done according to the most recent Dual Credit Partnership Agreement, except when ECHS students are enrolled in sections at an EPCC campus.

9. Professional Development of 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 technology and at-risk students. CECA faculty at Clint 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 Clint ISD.** Except as expressly set forth herein, Clint ISD shall provide student services for all CECA students, including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. 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 provided by Clint ISD at CECA, students will be issued an EPCC ID card 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. CECA students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated ECHS Librarians with appropriate log-ins to access EPCC Library resources. EPCC Librarians will provide training to designated ECHS Librarians on available EPCC resources. 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 have requested enrollment in College courses for dual credit and College credit courses. An

- enrollment after EPCC's Census Date and a three-peat fee will be assessed in accordance to the current Dual Credit Partnership Agreement.
- 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 followed.
- **D.** Major Sports and University Interscholastic League (UIL) Activities. CECA students will be allowed to participate in major sports and UIL sponsored activities.
- **E. Transportation.** Transportation is at the sole discretion of Clint ISD and not the responsibility of EPCC. Clint 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. 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.

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. CECA 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. CECA students will be enrolled in ECHS sections for core dual credit classes.
- C. Degree Plans. CECA students will only take College courses for dual credit or College credit courses toward their EPCC degree plan or the degree plan of the transferring institution they have selected, whether such classes are taught at the Early College High Schools or at the EPCC campus. CECA students will be advised on the transferability and applicability of all College credit offered and earned.
- **D. State Assessment Testing**. The Early College High School Director will be responsible for informing the designated EPCC Dean of all mandatory assessment testing dates. ECHS students will be responsible for informing EPCC instructors of dates for all mandatory assessment testing and ensuring that missed work is completed.
- **E. High School Graduation.** Upon high school graduation, CECA students who have not yet graduated with an Associate degree may continue to pursue their degree plan at EPCC, but they will assume all financial responsibility.
- **F.** College Graduation. After the CECA students graduate with their Associate's Degree, they may continue to take College courses at EPCC, but they will assume all financial responsibility.
- **G. 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."

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 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 Clint ISD. Accommodations for special education students enrolled in dual credit and College courses must adhere to EPCC's accommodations policy.

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

EPCC shall waive tuition and fees for College credit courses for CECA students enrolled in such courses, provided, however, that such courses are related to that student's official degree plan. The exception is for any Open Educational Resource (OER) fees if the student is enrolled in a section using OER materials rather than a traditional textbook (see also Section 5E, above). In these cases, Clint ISD is responsible for the OER fee. Clint ISD will fund placement testing fees. Other fees may apply, as outlined in the most recent Dual Credit Partnership Agreement.

13. Recruitment and Selection of Students

To secure the broadest applicant pool possible, the Early College High Schools will recruit eighth grade students no later than the end of the spring semester of each year. Clint ISD will recruit from its middle school feeder pattern. A recruitment team comprised of the Early College High School Director, Early College High School Counselor, and on-site Early College High School staff will lead this effort. The recruiting process will include the following activities:

- A. Maintenance of an Early College High School website for CECA that provides recruitment and admission information with links to the EPCC homepage, EPCC Library homepage, and the EPCC Dual Credit/ECHS Program homepage;
- B. Distribution of recruitment/admission packets to middle school students in the school district.
- C. Meetings with middle school counselors to introduce and explain the concept of the ECHS; TEA and Early College High School blueprint.
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of CECA students.
- E. Community informational meetings for students/parents interested in CECA.
- 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 steering committee in the planning year 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 CECA will be open to a maximum of <u>100</u> students every year. This will be known as a cohort. Criteria for admission to CECA allows eighth grade students to apply for the new cohort each year and enter Early College High School as ninth graders. The majority of the students accepted to CECA will be those who are identified as "at risk" according to TEA guidelines, including low-income students, and English language learners.

In special circumstances, additional ninth graders who meet the criteria for Early College High School, will be allowed to apply for any available openings in the cohort, as long as they do not exceed the maximum of <u>400</u> students. These students will be integrated into the existing cohort.

14. Marketing and Co-branding

CECA are a strong and beneficial partnership between Clint ISD and EPCC and will be co-branded accordingly. EPCC and Early College High School logos will appear jointly and prominently on all media/marketing materials, school marquees, verbal and non-verbal messaging, and anywhere else the program is visible. The logos must be of the same size and in high profile locations. Clint ISD and CECA will state "Early College High School is a partnership between EPCC and Clint 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 Early College High School letterhead or 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 flags will be displayed in each classroom used to teach CECA students. Clint ISD is responsible for ensuring that departments producing as well as appropriate administrators, faculty and staff are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

15. 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 as needed for internal purposes for use by either entity. 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 CECA students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be consulted with when requesting and sharing data or conducting research. When selected, CECA will participate in student success, facility satisfaction surveys, and other local or national surveys administered to EPCC students. Clint 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; TSI readiness by grade level; qualifications of Early College High School 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; 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 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 Clint ISD to carry out the Program; and 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.

16. Advisory Committee

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

- A. Develop and implement academic and professional policy;
- B. Develop and implement budgets and financial policy;
- C. Supervise annual evaluation of the program and effectiveness of the collaboration;

- D. Ensure adherence to state and federal regulations;
- E. Review, annually, the interlocal and/or articulation agreements and to suggest revisions as necessary.

Members of the Advisory Committee 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, Early College High School Director, Early College High School Counselor, and others as invited to participate.

17. Early College High School Leadership Council

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

18. 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 arising from acts, omissions, and negligence attributed to Clint ISD. 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.

19. Renewal or Termination

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

20. Miscellaneous

- A. **Integrated Agreement.** This Agreement constitutes the entire agreement of the Parties respecting the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.
- B. **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 Clint Independent School District 14521 Horizon Blvd. El Paso, TX 79928 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 | | | | |
|----------------------------|--|--|--|--|--|
| Approved as to form: | By: William Serrata, Ph.D., President | | | | |
| General Counsel, EPCC | | | | | |
| | Clint ISD: CLINT INDEPENDENT SCHOOL DISTRICT | | | | |
| | By: Juan Martinez, Ed. D., Superintendent | | | | |
| Approved as to form: | | | | | |
| General Counsel, Clint ISD | <u>—</u> | | | | |

Appendix A



Clint Early College Academy (CECA)



Crosswalk

| | 9th Grade Fall | | | | |
|---|--|------------------------|--|-------------------|--|
| EIMS Course/Code # | 9th Grade | Credits | EPCC Course | Credits | |
| ENG1 03220100 | Honors English I | 0.5 | | | |
| ALG1 03100507 | Honors Algebra I | 0.5 | | | |
| BIO 03010207 | Honors Biology | 0.5 | | | |
| APHUMGEOW A3360200 AP Human Geography | | 0.5 | | | |
| | 7. Trainan Coop.up.ii, | | | | |
| PAAVTC1 13008200 Principles of Arts, A/V Tech & Comm | | 0.5 | | | |
| APCSPRIN A3580300 AP Computer Science Principles | | 0.5 | | | |
| PEFOUND PES00052 | PE | 0.5 | | | |
| AVID1 N1290001 | AVID I | 0.5 | | | |
| | Total Credits | 4 | | | |
| | 9th Grade Spring | | | | |
| | 9th Grade | Credits | EPCC Course | Credit | |
| ENG1 03220100 | Honors English 1 | 0.5 | 2.0000000 | U. Cuit | |
| ALG1 03100507 | Honors Algebra 1 | 0.5 | | | |
| | | 0.5 | | | |
| BIO 03010207 | Honors Biology | | | | |
| APHUMGEOW A3360200 | AP Human Geography | 0.5 | | | |
| PAAVTC1 13008200 | Principles of Arts, A/V Tech & Comm | 0.5 | | | |
| APCSPRIN A3580300 | AP Computer Science Principles | 0.5 | | | |
| PEFOUND PES00052 | PE | 0.5 | | | |
| AVID1 N1290001 | AVID I | 0.5 | | | |
| AVID1 N1290001 | | 4 | | | |
| | Total Credits 9th Grade Summer | 4 | | | |
| | | | | | |
| | 9th Grade | Credits | EPCC Course | Credit | |
| CLGTRN N1290050 | College Transition (DC) | 0.5 | EDUC 1300-Learning Framework | 3 | |
| | | | | | |
| | Total Credits | 0.5 | | 3 | |
| | 10th Grade Fall | | | | |
| | 10th Grade | Credits | EPCC Course | Credit | |
| ENG2 03220200 | English 2 | 0.5 | | | |
| GEOM 03100700 | Honors Geometry | 0.5 | | | |
| ALG2 03100600 | Honors Algebra 2 | 0.5 | | | |
| CHEM 03040000 | Honors Chemistry | 0.5 | | | |
| WHIST 03340400 | Honors World History | 0.5 | | | |
| SPANII 03440220 | Foreign Language | 0.5 | | | |
| ENG3 03220300 | English 3 (DC) | 0.5 | ENGL 1301-Composition 1 | 3 | |
| | English o (5 of | | SPCH 1321-Business & Professional | | |
| COMMAPP 03241400 | Professional Communication (DC) | 0.5 | Communication | 3 | |
| | Total Credits | 4 | - Communication | 6 | |
| | 10th Grade Spring | - | | | |
| | 10th Grade | Credits | EPCC Course | Credit | |
| ENG2 03220200 | | 0.5 | Li de douise | Creuit | |
| ENG2 03220200 | English 2 | | | | |
| GEOM 03100700 | Honors Geometry | 0.5 | | | |
| ALG2 03100600 | Honors Algebra 2 | 0.5 | | | |
| | Honors Chemistry | 0.5 | | | |
| CHEM 03040000 | | 0.5 | | | |
| CHEM 03040000 WHIST 03340400 | Honors World History | | | | |
| | Honors World History Foreign Language | 0.5 | | | |
| WHIST 03340400 | | | ENGL 1302-Composition 1 | 3 | |
| WHIST 03340400 SPANII 03440220 | Foreign Language | 0.5 0.5 | ART 1301-Art Appreciation or MUSI 1306- | | |
| WHIST 03340400 SPANII 03440220 ENG3 03220300 | Foreign Language English 3 (DC) Fine Arts (DC) | 0.5 0.5 1 | | 3 | |
| WHIST 03340400 SPANII 03440220 ENG3 03220300 | Foreign Language English 3 (DC) Fine Arts (DC) Total Credits | 0.5 0.5 | ART 1301-Art Appreciation or MUSI 1306- | | |
| WHIST 03340400 SPANII 03440220 ENG3 03220300 | Foreign Language English 3 (DC) Fine Arts (DC) Total Credits 10th Grade Summer | 0.5 0.5 1 4.5 | ART 1301-Art Appreciation or MUSI 1306- Music Appreciation | 3 6 | |
| WHIST 03340400 SPANII 03440220 ENG3 03220300 | Foreign Language English 3 (DC) Fine Arts (DC) Total Credits | 0.5 0.5 1 | ART 1301-Art Appreciation or MUSI 1306- Music Appreciation EPCC Course | 3 6 | |
| WHIST 03340400 SPANII 03440220 ENG3 03220300 | Foreign Language English 3 (DC) Fine Arts (DC) Total Credits 10th Grade Summer | 0.5 0.5 1 4.5 | ART 1301-Art Appreciation or MUSI 1306- Music Appreciation EPCC Course PHIL 1301-Introduction to Philosophy or | 3 6 Credits | |
| WHIST 03340400 SPANII 03440220 ENG3 03220300 ART3DRAW3501300 | Foreign Language English 3 (DC) Fine Arts (DC) Total Credits 10th Grade Summer | 0.5 0.5 1 4.5 | ART 1301-Art Appreciation or MUSI 1306- Music Appreciation EPCC Course | 3 6 | |



Clint Early College Academy (CECA) Crosswalk



| | 11th Grade Fall | | | | |
|-------------------------------|------------------------------------|---------|---|---------|--|
| | 11th Grade | Credits | EPCC Course | Credits | |
| USHIST 03340100 | US History (DC) | 0.5 | HIST 1301-United States History 1 | 3 | |
| | Science and Lab (DC) | 0.5 | Science and Lab (DC) | 4 | |
| PRECALC 03101100 | College Algebra (DC) | 0.5 | MATH 1314-College Algebra | 3 | |
| PHYSICS 03050000 | Physics | 0.5 | | | |
| SPANII 03440220 or Elective | Foreign Language or Elective | 0.5 | | | |
| GOVT 3330100 | Government (DC) | 0.5 | GOVT 2305-Federal Government | 3 | |
| ECON 3310300 | Economics | 0.5 | | | |
| | Total Credits | 3.5 | | 13 | |
| | 11th Grade Spring | | | | |
| | 11th Grade | Credits | EPCC Course | Credits | |
| USHIST 03340100 | US History (DC) | 0.5 | HIST 1302-United States History 2 | 3 | |
| | Science and Lab (DC) | 0.5 | Science and Lab (DC) | 4 | |
| PRECALC 03101100 | Pre-Calculus Math (DC) | 0.5 | MATH 2412-Pre-Calculus Math | 4 | |
| PHYSICS 03050000 | Physics | 0.5 | | | |
| SPANII 03440220 or Elective | Foreign Language or Elective | 0.5 | | | |
| | | | PSYC 2301-General Psychology or SOCI | | |
| SOC 03370100 or PSYC 03350100 | Psychology (DC) or Sociology (DC) | 0.5 | 1301-Intoduction to Sociology | 3 | |
| HLTHED 03810100 | Health | 0.5 | 9, | | |
| TIETHES SSSISION | Total Credits | 3.5 | | 14 | |
| | 11th Grade Summer | | | | |
| | 11th Grade | Credits | EPCC Course | Credits | |
| GOVT 3330100 | Government (DC) | 0.5 | GOVT 2306-Texas Government | 3 | |
| 33.1.3333133 | So terriment (2 s) | 1 | | | |
| | Total Credits | 0.5 | | 3 | |
| | 12th Grade Fall | | | | |
| | 12th Grade | Credits | EPCC Course | Credits | |
| ENG4 03220400 | English 4 or AP English Literature | 0.5 | | | |
| ANAT/PHYS 13020600 | Anatomy and Physiology | 0.5 | | | |
| APSTATS A3100200 | AP Statistics | 0.5 | | | |
| SPANII 03440220 or Elective | Foreign Language or Elective | 0.5 | | | |
| | Elective | 0.5 | | | |
| | Elective | 0.5 | | | |
| | Field of Study (DC) | 0.5 | Field of Study (DC) | 3 | |
| | Field of Study (DC) | 0.5 | Field of Study (DC) | 3 | |
| | Total Credits | 4 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 6 | |
| | 12th Grade Spring | | | | |
| | 12th Grade | Credits | EPCC Course | Credits | |
| ENG4 03220400 | English 4 or AP English Literature | 0.5 | | | |
| ANAT/PHYS 13020600 | Anatomy and Physiology | 0.5 | | | |
| APSTATS A3100200 | AP Statistics | 0.5 | | | |
| SPANII 03440220 or Elective | Foreign Language or Elective | 0.5 | | | |
| 5,7,4,4,05,7,0225,5,72,033,75 | Elective | 0.5 | | | |
| | Elective | 0.5 | | | |
| | Field of Study (DC) | 0.5 | Field of Study (DC) | 3 | |
| | Field of Study (DC) | 0.5 | Field of Study (DC) | 3 | |
| | Total Credits | 4 | | 6 | |
| | | | Total EPCC Credits | 60 | |