



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



This Interlocal Agreement (the “Agreement”) is made and entered into between El Paso County Community College District (EPCC) and Fabens Independent School District (Fabens ISD) (collectively, the “Parties”) for the purpose of the development and support of a Pathways in Technology Early College High School (P-TECH or P-TECH Program) at Fabens HS effective as of this 24th day of April 2020.

**1. Recitals**

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

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

WHEREAS, the P-TECH will be located at 601 NE “G” Avenue, Fabens, TX 79838, with no more than 60 students;

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

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

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

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

**2. Mission Statement**

The P-TECH will provide a select population of Fabens 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 follow a course of study that will combine high school courses and postsecondary courses to enable students to earn a high school diploma and college course credits towards an Associate’s Degree, two-year postsecondary certificate, or industry certification within four years of entering high school. Fabens ISD and EPCC will collaborate with private sector partners in industry to develop and provide students relevant work experience and access to work-based training and education. P-TECH will provide participating students flexibility in class scheduling and academic mentoring to achieve these objectives.

**3. Term**

The term of this Agreement is for five (5) years commencing on April 24, 2020, and concluding on April 23, 2025, unless terminated earlier pursuant to paragraph 18 hereof.

**4. Definitions**

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

- (i) At P-TECH by a Fabens ISD teacher credentialed by EPCC;
- (ii) At the EPCC campus taught by an EPCC faculty member;
- (iii) Through a distance learning course taught by an EPCC faculty member.

- B. College Courses for College Credit** courses are those courses for which students receive college credit only. These courses do not have a high school equivalent and therefore cannot be offered for high school credit or dual credit. These courses are taught by an EPCC faculty member at the college campus, through a distance education class, or in some circumstances at the Fabens HS P-TECH school campus.
- C. Program of Study** means Programs of Study comprised of courses leading to an Associate's Degree, two-year postsecondary certificate, or industry certification.
- D. Degree** means an Associate's Degree, two-year postsecondary certificate, or industry certification from EPCC in a Program of Study.

## 5. Academic Plan

An academic plan developed by EPCC and Fabens ISD that enables each student to earn a high school diploma and an Associate's Degree, or a Certificate of Completion. College credit will be earned through college courses for dual credit. P-TECH will administer all applicable statewide instruments under Subchapter B, Chapter 39 of Texas Education Code. Both high school and college credit will be transcribed immediately upon a student's completion of the course.

- A. College Curriculum.** EPCC will have full control over faculty assignments, faculty credentials, and faculty evaluations for all dual credit sections as it pertains to college courses. EPCC will have full control over the college curriculum, EPCC Student Learning Outcomes, and college textbook selection. EPCC will have full control over the college syllabi. EPCC Student Learning Outcomes will be assessed in courses awarding EPCC credit. EPCC General Education Outcomes and Competencies/Core Curriculum will be assessed according to EPCC's assessment design. EPCC will not provide classes that only meet high school requirements. P-TECH school teachers will comply with any Student Learning Outcomes assessments and interventions as required by the college disciplines.
- B. Grading Periods and Policies.** P-TECH students will adhere to the grading periods and policies of Fabens 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.
- C. Courses of Study.** P-TECH will primarily provide courses of study that meet the requirements for a Certificate of Completion or an Associate's Degree and the Distinguished Level of Achievement diploma, in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies.
- D. Curriculum Alignment.** A curriculum crosswalk will be developed that provides each student the opportunity to earn a high school diploma and college course credit towards an Associate's Degree, two-year postsecondary certificate, or industry certification in the Program of Study within four years of first entering high school. The curriculum alignment will be reviewed annually by P-TECH Advisory Committee, and updates will be documented in the annual Texas Education Agency (TEA) P-TECH re-designation Application.



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



EPCC Program	High School Course	Credits	Peims #	EPCC Course	Credits
Diesel Mechanic Assistant- C1 Certificate 20 Credits	Extended Practicum in Transportation Systems* (First Time Taken) Diesel Mechanics I Sem 1	1.5	13040455	DEMR 1329 Preventive Maintenance	3
	Extended Practicum in Transportation Systems* (First Time Taken) Diesel Mechanics I Sem 2	1.5	13040455	DEMR 1317 Basic Brake System	3
				DEMR 1305 Basic Electrical Systems	3
	Extended Practicum in Transportation Systems* (Second Time Taken) Diesel Mechanics II - Semester 1	1.5	13040465	DEMR 1306 Diesel Engine I	3
	Extended Practicum in Transportation Systems* (Second Time Taken) Diesel Mechanics II - Semester 2	1.5		DEMR 1416 Basic Hydraulics	4
DEMR 1421 Power Train				4	

**E. Instructional Materials.** Textbooks for P-TECH students will be provided by Fabens ISD. All other instructional materials for college credit courses and research activities will be provided jointly by EPCC and Fabens ISD. In all cases, Fabens ISD will provide those items typically required for purchase by students. College courses for dual credit taught on the high school campus will require dual credit faculty with credentials to teach the college courses and to handle the appropriate lab equipment at the high school campus. Fabens ISD will be responsible for all instructional items. For college credit courses only, EPCC will provide supplies/consumables typically provided as part of the curriculum.

**F. Instructional Calendar.** P-TECH students will follow the instructional calendar for both Fabens ISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the Fabens ISD Instructional Calendar. Students enrolled in dual credit or college credit courses will attend classes on days outlined in the EPCC Instructional Calendar.

**G. Student Enrollment and Attendance Policies.** P-TECH students are required to meet Fabens ISD attendance requirements for all dual credit and high school courses and EPCC attendance requirements for all college credit courses taught by an EPCC credentialed instructor.

### 6. General Roles and Responsibilities

**A. EPCC.** EPCC will be responsible for:

- i) Admitting qualified students into EPCC;
- ii) Providing the appropriate classrooms, facilities, tools and equipment for college credit courses at the EPCC campus appropriate for each identified Program of Study;
- iii) Hiring and supervising EPCC faculty and staff;

- iv) Providing professional development opportunities for EPCC credentialed instructors and review of credentials of the P-TECH instructors;
- v) Providing of college courses as appropriate;
- vi) Transcribing college credit immediately upon a student's completion of the course.

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

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

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

- i) Aligning the high school and college courses;
- ii) Sharing in the scheduling of college courses for the P-TECH;
- iii) Advising students throughout their collegiate academic experience;
- iv) Developing memoranda of understanding with regional industry or business partners.
- v) Providing joint professional development opportunities.

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

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

**7. Use of Facilities.**

**A. Buildings and Site.** Fabens ISD will house P-TECH at the following site:

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

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

**B. Safety and Health.** In case of a health emergency on the P-TECH campus, the Fabens ISD Emergency Operations Plan will be followed. If the health emergency occurs on the EPCC campus, the ECHS emergency plan will be followed. EPCC police will be the first responder but will not be responsible for providing other than life-saving health care for any P-TECH student.

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

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

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

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

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

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

EPCC discipline faculty will serve on the P-TECH's teacher-hiring committees. For those areas in which onsite dual credit classes will be offered, the P-TECH will hire teachers who can meet EPCC credentialing requirements. College courses for dual credit can only be taught by qualified instructors credentialed by EPCC. All applicants must follow and meet Fabens ISD hiring procedures and requirements.

In the event EPCC provides the instructor for a college course for dual credit, cost sharing will be done according to the most recent Dual Credit Partnership Agreement, except for when P-TECH students take courses at an EPCC campus.

## **9. Professional Development of Staff**

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

## **10. Student Services**

- A. Student Services Provided by Fabens ISD.** Except as expressly set forth herein, Fabens ISD shall provide all student services for the students in P-TECH, including, without limitation, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. By July 1 of each year, Fabens ISD will submit all graduated seniors' final high school

transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.

- B. Student Services Provided by EPCC.** In addition to on-site resources at P-TECH, P-TECH students will be issued an EPCC ID and will have open access to EPCC's online library databases, materials, and resources. P-TECH students will have access to on-campus EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated P-TECH librarians with appropriate log-ins to access EPCC Library resources. EPCC Librarians will provide training to designated P-TECH librarians on available EPCC resources. P-TECH students will have access to all EPCC student services and privileges, including participation in student government and student clubs. The EPCC counselor will be the lead source of information for college counseling. Once the degree plan has been approved by the EPCC counselor, the P-TECH school counselor will be responsible for overseeing every P-TECH student's degree plan requirements. The P-TECH school counselor will work closely with the EPCC counselor on the P-TECH students' degree plans. Upon mutual agreement, EPCC will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in college courses for dual credit and college credit courses. 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.** P-TECH students will adhere to all the requirements of the Fabens ISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between Fabens ISD Code of Conduct and the EPCC Code of Conduct, the Fabens ISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used.
- D. Transportation.** Transportation to the P-TECH campus or to the EPCC campus for a Program of Study course will be at the sole discretion of Fabens ISD and not the responsibility of EPCC. Fabens ISD will ensure bus routes for students to and from their homes to the P-TECH campus during fall, spring, and summer terms.
- E. Major Sports and University Interscholastic League (UIL) Activities.** As a school within a school, P-TECH students will be allowed to participate in major sports and UIL sponsored activities.

## **11. Enrollment in College Courses**

- A. Placement Exams.** As a prerequisite to enrollment in college courses, each student shall apply for and be admitted to EPCC and shall successfully complete appropriate placement exams, where required. EPCC shall provide support and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations should contact the Center for Students with Disabilities (CSD) at EPCC to arrange a meeting with the CSD Counselor. The placement exam will be administered at the high school with EPCC CSD-approved accommodations.
- B. Prerequisites.** P-TECH students must meet the prerequisite for any college course for which they register; no waivers for such prerequisites will be granted. A course designated as dual credit may not be open to students who have not yet met the prerequisite for such course; students who have not met the prerequisite may not be in attendance in the same classroom.
- C. Degree Plans.** P-TECH students will only take dual credit or college credit courses toward their EPCC degree or certificate plan, whether such classes are taught at the P-TECH campus or at the EPCC campus. P-TECH students will be advised on the transferability of all college credit offered and earned.
- D. State Assessment Testing.** The P-TECH assistant principal will be responsible for informing the designated EPCC Dean of all mandatory assessment testing dates. P-TECH students will be responsible

for informing EPCC instructors of dates for all mandatory assessment testing and for ensuring that missed work is completed.

- E. High School Graduation.** Upon high school graduation, P-TECH school students who have not yet graduated with their degree or certificate may continue to pursue their degree plan at EPCC, but will assume all financial responsibility.
- F. College Graduation.** After P-TECH students graduate with their degree or certificate, they may continue to take college courses at EPCC, but they will assume all financial costs.
- G. EPCC Dual Credit Policy and Procedures.** In all cases, dual credit courses will adhere to EPCC's College Procedure 6.00.01.30 "High School Dual Credit Program Requirements."
- H. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, Fabens ISD and EPCC agree to take any steps necessary to comply with the provisions of these laws. Coordination of services under the Agreement, enrollment of students and any necessary accommodations will be managed by the EPCC Center for Students with Disabilities (CSD). Appropriate accommodations will be determined by an EPCC CSD Counselor based upon individual needs and requirements of the required program of study. Accommodations will be provided by Fabens ISD. Accommodations for special education students enrolled in dual credit and college courses must adhere to EPCC's accommodations policy.

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

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

## **13. Recruitment and Selection of Students**

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

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

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 the P-TECH Program will be open to no more than 15 students per cohort served by Fabens ISD. Criteria for admission to the P-TECH Program will allow 8th grade students to apply.

#### **14. Collecting and Sharing Data**

Fabens ISD and EPCC agree to collect data associated with P-TECH required for reporting purposes and to share the data with the appropriate agencies or needed for internal purposes for use by either entity. Fabens ISD and EPCC Research departments will be the primary point of contact for all data collection for their respective institutions. In addition, Fabens ISD and EPCC agree to share any data required for the successful completion of the P-TECH students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be consulted when requesting and sharing data or conducting research. When selected, P-TECH will participate in student success, facility satisfaction surveys, and other local or national surveys administered to EPCC students. Fabens ISD and EPCC will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, PSAT; TSI readiness by grade level; qualifications of P-TECH staff; and location(s) where courses are taught. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: EPCC data; Fabens ISD data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement.

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

#### **15. Advisory Committee**

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

- A. Operational Processes; Curriculum Processes; Curriculum; Technology and Recruitment; External Funding; Facilities; Marketing; Research;
- B. Problems or concerns;
- C. Effective coordination between EPCC and Fabens ISD.
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of Fabens HS P-TECH students;
- E. Community informational meetings for students/parents interested in Fabens HS P-TECH.

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

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

The Advisory Committee shall address the School's Scope & Sequence plan, the overall quality and outcomes from the college courses and other aspects of the School, the School's budget, and other issues related to relationship



between the Parties. The Advisory Committee is empowered to suggest revisions to this Agreement on matters of the School's program focus.

#### **16. Early College High School Leadership Council**

Representatives from the Advisory Committee (Early College Principals, EPCC Deans, EPCC DC/ECHS Associate Director, Fabens ISD Directors) - in addition to EPCC and Fabens 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. Members of the Council may also include the Principals, District Office Liaisons, EPCC Campus Deans, EPCC Faculty Liaisons, Texas Education Agency, UTEP Representative, EPCC President, EPCC Vice President of Instruction and Workforce Education, and EPCC Vice President of Student and Enrollment Services, Communities Foundation of Texas Intermediary, Texas Association of Community Colleges/Texas Education Association Intermediary, UTEP Provost, UTEP STEM Center, and the EPCC Vice President of Instruction. It is firmly believed that this new management and organizational tool will enhance the operation of the high schools and ensure consistency in operation, while still allowing for the individuality of each P-TECH school. This group will meet biannually.

#### **17. Marketing and Co-branding**

The P-TECH Program is a strong and beneficial partnership between Fabens ISD and EPCC and will be co-branded accordingly. EPCC and P-TECH logos will appear jointly and prominently on all media/marketing materials, school marquee, 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. Fabens ISD and P-TECH will state, "The P-TECH Program is a partnership between EPCC and Fabens 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. These materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of DC/ECHS. The EPCC logo, banner, or flag will be displayed in each classroom used to teach P-TECH students. Fabens ISD is responsible for ensuring that departments producing materials as well as appropriate administrators, faculty and staff are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

#### **18. Renewal or Termination**

Upon completion of the initial term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless EPCC or Fabens 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 Fabens 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 P-TECH, unless the Parties mutually agree. In the event of termination, the P-TECH will continue operation through the 11<sup>th</sup> grade cohort's scheduled graduation from the P-TECH. Services to enrolled 9<sup>th</sup> and 10<sup>th</sup> grade students may be continued through graduation of those cohorts by agreement. While in the process of discontinuing operation, P-TECH may not enroll any additional students in grades that have been phased out but will continue to meet all the required design elements and provide full support for all students enrolled in the school.

## **19. Liability of EPCC and Fabens 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. Fabens ISD and EPCC shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents, and employees who are performing duties under this Agreement, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. Fabens ISD shall bear sole responsibility and liability for any claims by its students arising from acts, omissions, and negligence attributed to Fabens ISD. Fabens ISD and EPCC expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

## **20. Miscellaneous**

- A. Integrated Agreement.** This Agreement constitutes the entire agreement of the Parties respecting the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.
- B. Terminology.** The term "Partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence of formation of a Partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of Partners.
- C. Notices.** Any notice authorized or required to be given under this Agreement shall be delivered or sent to the parties at the following addresses:


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

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

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

Signed and approved effective as of the date shown above.

EPCC:  
EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

By:   
William Serrata, Ph.D., President

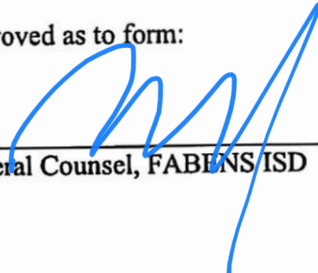
Approved as to form:

\_\_\_\_\_  
General Counsel, EPCC

FABENS ISD:  
FABENS INDEPENDENT SCHOOL DISTRICT

By:   
Dr. Veronica Vijil, Superintendent

Approved as to form:

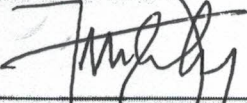
  
\_\_\_\_\_  
General Counsel, FABENS ISD

Signed and approved effective as of the date shown above.

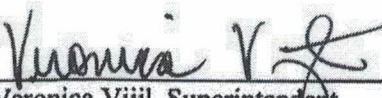
EPCC:  
EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
William Serrata, Ph.D., President

Approved as to form:

  
\_\_\_\_\_  
General Counsel, EPCC

FABENS ISD:  
FABENS INDEPENDENT SCHOOL DISTRICT

By:   
\_\_\_\_\_  
Dr. Veronica Vijil, Superintendent

Approved as to form:

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General Counsel, FABENS ISD