**Interlocal Agreement**

**between El Paso County Community College District**

**and El Paso Independent School District**

**for Pathways in Technology Early College High Schools (PTECHS)**

**This Interlocal Agreement is entered into between El Paso County Community College District (EPCC) and El Paso Independent School District (EPISD) for the purpose of establishing multiple Pathways in Technology Early College High Schools (PTECHS).**

**1. Recitals**

**WHEREAS, EPCC and EPISD enter into this Interlocal Agreement (Agreement) in effect from \_\_\_\_\_\_\_, 2020 through \_\_\_\_\_\_\_\_\_, 2025, to establish EPISD PTECHS (school within a school) at Coronado High School, El Paso High School, Franklin High School, and Jefferson High School, so students will have the opportunity to earn a high school diploma, an industry recognized certification, and/or an associate degree upon graduation from the PTECHS;**

**WHEREAS, the PTECHS at four EPISD high schools will enroll 125 students at each school at grade nine (9) and enroll no more than 500 total students grades nine (9) through twelve (12);**

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

**WHEREAS, EPISD and EPCC are authorized to enter into this Agreement pursuant to Chapter 791, Texas Government Code and do so by action of their respective governing bodies; and**

**WHEREAS, this Agreement will provide efficacies and cost savings to EPISD and EPCC and benefit the students and taxpayers of EPISD and EPCC.**

**NOW, THEREFORE, for and in consideration of the covenants and commitments set forth herein, the parties adopt the above recitals and agree as follows:**

**2. Mission Statement**

**PTECHS will engage students in a unique educational opportunity to attend both high school and college that will challenge them to excel in their academic and career endeavors by allowing them the opportunity to earn a high school diploma, an industry recognized certification and/or an associate degree from EPCC upon high school graduation.**

**3. Term**

**The term of this Agreement is five years commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 through \_\_\_\_\_\_\_\_\_\_\_\_, 2025, unless earlier terminated as provided herein.**

**4. Definitions**

1. **College Courses for Dual Credit**

**These are courses for which students receive both high school and college credit and are taught in various modes:**

1. **At the PTECHS by an EPISD teacher credentialed by EPCC;**
2. **At the EPCC campus, taught by an EPCC faculty member;**
3. **Through a distance learning course taught by an EPCC faculty member.**
4. **PTECHS Sections**

**These are courses for dual credit taught in a high school that are designated for PTECHS students who have satisfactorily met the prerequisite Texas Success Initiative Assessment (TSIA) scores for that course.**

**5. Academic Plan**

**EPCC and EPISD will develop an academic plan to enable each student to earn a high school diploma, an industry recognized certification, and/or an associate degree. College credit will be earned through dual credit courses. PTECHS staff will administer all applicable statewide instruments under Subchapter B, Chapter 39 of the Texas Education Code. Both high school and college credit will be transcripted immediately upon completion of the semester in which the credits are earned.**

1. **College Curriculum**

**EPCC will have full control over the faculty assignments, faculty credentials, and faculty evaluations to include classroom observations, student evaluations, and composite evaluations for all dual credit sections pertaining to college courses. EPCC will have full control over the college curriculum, EPCC Student Learning Outcomes, college textbook selection, and 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. PTECHS teachers will comply with any Student Learning Outcomes and Core Assessments and interventions as required by the college disciplines. EPCC will not provide classes that only meet the high school requirements.**

1. **Grading Policies**

**PTECHS students will adhere to the grading policies of EPISD as well as the school calendar for high school credit courses; however, PTECHS students will also adhere to the grading policies of EPCC for dual credit and college credit courses.**

1. **Courses of Study**

**PTECHS will primarily provide courses of study that meet the requirements for a high school diploma, an industry recognized certification, and/or an associate degree in the following endorsement categories: Science Technology English and Math (STEM), Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies.**

1. **Curriculum Alignment**

**A curriculum crosswalk for each PTECHS (incorporated and attached hereto) will be used and will offer each student the opportunity to earn a high school diploma, an industry recognized certification, and/or an associate degree within four years. The curriculum alignment will be reviewed on an annual basis by the EPISD PTECHS Advisory Committee (composed of EPCC and EPISD personnel), and updates will be documented in the annual Texas Education Agency (TEA) PTECHS designation application.**

1. **Instructional Materials**

**Textbooks for PTECHS students will be provided by EPISD. All other instructional materials for college credit courses and research activities will be provided jointly by EPCC and EPISD at no charge to the student. In all cases, EPISD will provide those items typically required for purchase by students. For dual credit courses, EPISD will be responsible for all instructional items. For college credit courses only, EPCC will provide supplies/consumables typically provided as part of the curriculum.**

1. **Instructional Calendar**

**PTECHS students will follow the instructional calendar for both EPISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the EPISD instructional calendar. Students enrolled in dual credit or college credit courses will attend classes on days outlined in the EPCC instructional calendar.**

1. **Student Attendance and Enrollment**

**PTECHS students are required to meet the EPISD attendance requirements for all dual credit and high school courses and the EPCC attendance requirements for all college credit courses taught by EPCC credentialed faculty.**

**6. General Roles and Responsibilities**

1. **EPCC will be responsible for:**
2. **Admitting qualified students into EPCC**
3. **Providing professional development opportunities for PTECHS instructors credentialed by EPCC**
4. **Providing college courses as appropriate**
5. **Awarding college credit to qualified PTECHS students**
6. **EPISD will be responsible for:**
7. **Recruiting students to PTECHS**
8. **Hiring and supervising EPISD staff**
9. **Developing and delivering the high school curriculum**
10. **Operating and maintaining its PTECHS facilities**
11. **Organizing student work-place experiences with business and industry partners**
12. **Providing students with industry recognized certification exams**
13. **EPCC and EPISD will be responsible for:**

**(i) Aligning the high school and college courses**

**(ii) Sharing in scheduling of college courses for the PTECHS**

**(iii) Advising students throughout their collegiate academic experience on a variety of topics to include: the in-state/out-of-state transferability of credits attained, and the future financial impact on scholarships/financial aid as a result of attaining an associate degree.**

**7. Facilities**

**PTECHS will be located at the four EPISD schools listed. The PTECHS physical spaces at each school include classrooms, a library (learning resource center), administrative office(s), and student support area(s). All core PTECHS classrooms at the schools are primarily located in dedicated and contiguous spaces. The PTECHS facilities are owned, operated, and maintained by EPISD.**

**8. Staffing**

**PTECHS staff are employees of EPISD and not EPCC. Staffing will follow EPISD high school staffing guidelines. EPCC shall have no responsibility to compensate or provide benefits to any EPISD PTECHS staff. The appropriate EPCC dean will be invited to participate in interviews for new PTECHS staff.**

**PTECHS dual credit teachers must meet EPCC credentialing requirements before they are offered a position as a dual credit instructor. College courses for dual credit may only be taught by qualified instructors credentialed by EPCC. In addition, all applicants must follow and meet EPISD hiring procedures and requirements. PTECHS dual credit teachers shall be co-evaluated by EPISD and EPCC pursuant to each organization’s respective practices and procedures.**

**In the event EPCC provides the faculty, cost sharing will be done according to the parties’ Dual Credit Partnership Agreement, except when students are enrolled in sections on an EPCC campus.**

**Each PTECHS location will have with the following personnel:**

1. **Principal**
2. **Assistant Principal/Dean of Students**
3. **Institute of Higher Educations (IHE) Liaison**
4. **Business and Industry Liaison**
5. **PTECH Counselor**
6. **Secretary**

**9. Professional Development**

**EPISD shall be responsible for professional development of its full-time and part-time staff assigned to PTECHS. PTECHS faculty are required to participate in the professional development activities of EPCC offered at the beginning of each semester, and as needed, by the TEA for specific PTECHS training.**

**10. Student Services**

1. **Student Services Provided by EPISD**

**Except as expressly set forth herein, EPISD shall provide student services for the students at PTECHS, including health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. In close coordination with EPCC counselors, PTECHS counselors will be responsible for overseeing all PTECHS students’ college degree plans. By July 1 of each year, EPISD 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.**

1. **Student Services Provided by EPCC**

**In addition to the free on-site resources provided by EPISD at the PTECHS, students will be issued, at no charge, an EPCC ID and will have open access to EPCC's online library databases, materials, and resources. PTECHS students will have access to on-campus EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide PTECHS librarians with the appropriate log-ins to access EPCC Library resources. EPCC librarians will provide training to PTECHS librarians on available EPCC resources. PTECHS students will have access to all EPCC student services and privileges, including participation in student government and student clubs. Pursuant to this Agreement, EPCC will conduct enrollment registration for all qualified students who meet all requirements and have requested enrollment in dual credit courses and college credit courses. A fee of $150 will be assessed to EPISD for each student enrolled after EPCC's Census Date if/when it is determined that EPISD was responsible for not meeting that deadline. A fee of $150 will be NOT be assessed to EPISD for each student enrolled after EPCC's Census Date if/when it is determined that EPCC was responsible for not meeting that deadline.**

1. **Safety and Health**

**In case of a health emergency at any PTECHS, the EPISD Emergency Operations Plan will be followed. In the case of a health emergency on the EPCC campus, the EPCC Emergency Operations Plan will be followed.**

1. **Codes of Conduct**

**PTECHS students will adhere to the EPISD Code of Conduct and State law applicable to public school students. Students will also have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and EPCC Board Policies and College Procedures. In the event of any inconsistency between the EPISD Code of Conduct and the EPCC Code of Conduct, the EPISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.**

1. **Major Sports and University Interscholastic League (UIL) Activities**

**As a school within a school, PTECHS students will be allowed to participate in major sports and UIL sponsored activities.**

1. **Transportation**

**EPISD shall provide round-trip transportation for students from PTECHS to EPCC campuses for the Fall, Spring and Summer I/Summer II semesters, as needed for official school activities, such as daily classes from 7 AM to 4:30 PM on an approved schedule.**

**11. Enrollment in College Courses**

1. **Placement Exams**

**As a prerequisite to enrollment in college courses, each PTECHS student shall apply for, be admitted to EPCC, and be deemed college ready after successful completion of the appropriate placement exams. EPCC shall provide materials, support, and guidance to assist students in the application for and taking of placement exams. Students with disabilities who need accommodations will need to contact the EPCC Center for Students with Disabilities (CSD) to arrange a meeting with a CSD Counselor. The placement exam will be administered at PTECHS with EPCC's CSD-approved accommodations.**

1. **Prerequisites**

**PTECHS students must meet the prerequisite for any college course for which they register, as 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 cannot be in attendance in the same classroom. PTECHS students seeking only an industry recognized certification or other students at the school may be in attendance in the same dual credit classroom, as long as they have met the course requirements outlined by EPCC.**

1. **Degree Plans**

**PTECHS students will only take college credit courses that apply towards their EPCC degree plan or the degree plan of the transferring institution they have selected. This applies whether such classes are taught at the PTECHS or at the EPCC campus.**

1. **State Assessment Testing.**

**The PTECHS Assistant Principal/Dean of Students or designated staff will be responsible for informing the designated EPCC dean of all mandatory assessment testing dates.**

1. **High School Graduation**

**Upon high school graduation, PTECHS students who have not yet graduated with an associate degree may continue to pursue their degree at EPCC, but will assume all financial and other responsibilities.**

1. **College Graduation**

**After PTECHS students graduate with their associate degree, they may continue to take college courses at EPCC, but will assume all financial and other responsibilities.**

1. **EPCC Dual Credit Policy and Procedures**

**In all cases, dual credit courses will adhere to the Texas Education Code and EPCC's College Procedure 6.00.01.20, *High School Dual Credit Program Requirements.***

1. **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 it describes are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, EPISD and EPCC agree 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 study program. Accommodations will be provided by EPISD pursuant to applicable law and EPISD policy. Accommodations for special education students enrolled in dual credit and college courses must also adhere to EPCC's accommodations policy.**

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

1. **EPCC shall waive tuition and fees for college credit courses for each PTECH student enrolled in such courses, only if the courses are related to the student's official degree plan.**
2. **EPISD is responsible for the following fees: Open Educational Resources (OER) fee, where OER materials are used rather than a traditional textbook (see also Section 5E, above); placement exam(s) (TSIA); and industry recognized certification(s) exam(s).**

**13. Student Recruitment and Selection**

**To secure the broadest applicant pool possible, PTECHS will recruit qualified grade eight (8) students no later than the end of the Spring semester of each year. A recruitment team comprised of the PTECHS Assistant Principal/Dean of Students and on-site PTECHS staff will spearhead this effort. The recruiting process will include the following activities:**

1. **Creation of PTECHS website that provides recruitment and admission information with links to the EPCC homepage, EPCC Library homepage, and the EPCC Dual Credit/PTECHS homepage**
2. **Distribution of recruitment/admission materials to middle school students at EPISD**
3. **Meetings with middle school counselors to introduce and explain the concept of PTECHS**
4. **Meetings with interested middle school students and/or their parents to present a comprehensive overview of the PTECHS program and provide information (English and Spanish)**

**Admission to PTECHS will be open to a maximum of 125 incoming grade nine (9) students each year at each school. This will be known as a cohort. Students accepted to PTECHS will meet or exceed the TEA Blueprint guidelines.**

**In special circumstances, additional students in grades nine (9) through twelve (12), who meet the criteria for PTECHS, will be allowed to apply for any available openings in the cohort not to exceed the maximum of 125 students per grade level. These students will be integrated into the existing cohort. The total number of students in a single PTECHS school will not exceed 500 students.**

**14. Data Collection and Sharing**

**EPlSD and EPCC agree to collect and share data associated with PTECHS, as required for reporting purposes, to share with appropriate agencies, as needed for internal purposes, to audit or for any reason related to performance under this Agreement. EPISD's Strategy, Accountability, and Assessment Department and EPCC's Research, Accreditation and Planning Division will be the primary points of contact for all data collection and reporting for their respective party. In addition, EPISD and EPCC agree to share any data required for the successful completion of the PTECHS students' graduation plans. As applicable, EPCC's Institutional Review Board (IRB) will be consulted when requesting and sharing data or conducting research. When selected, EPISD PTECHS students will participate in student success and facility satisfaction surveys. EPISD and EPCC will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ ACT, and PSAT; TSIA 2 readiness by grade level; qualifications of PTECHS 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: attainment of student subpopulation targets as defined by TEA, leaver codes and attrition rates by grade level, industry based certification exam passing rates, matriculation of high school students into four-year colleges/universities; and any other data relevant to student academic and career achievement.**

**FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates EPISD as a college official with a legitimate educational interest in the educational records of the students who participate in PTECHS to the extent that access to the records is required by EPISD to carry out the program. EPISD hereby designates EPCC as a school official with a legitimate educational interest in the educational records of the students who participate in PTECHS to the extent that access to the records is 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 and applicable law.**

**15. Records and Criminal History**

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

**16. Advisory Committee**

**An Advisory Committee comprised of representatives of EPCC and EPISD will meet at least quarterly to facilitate communication, to evaluate instructional and program activities, to identify issues, challenges and make recommendations, and to enhance collaboration between the parties. The Advisory Committee shall periodically make reports to the respective boards or appropriate administrators. Specifically, the Advisory Committee will meet to:**

1. **Develop and implement academic and professional policy, as authorized by respective boards/administrators**
2. **Develop and implement budgets and financial policy, as authorized by respective boards/administrators**
3. **Supervise annual evaluation of the program and effectiveness of the collaboration**
4. **Ensure adherence to applicable state and federal regulations and law**
5. **Annually review the Agreement and 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 Designated Dean, EPCC Dean of DC/ECHS, EPCC DC/ECHS Counseling Coordinator, EPCC Counselor, EPISD PTECHS Principal/Assistant Principal/Dean of Students, and others invited to participate as needed.**

**17. Pathways in Technology Early College High School Leadership Council**

**Representatives from the Advisory Committee, in addition to EPCC and EPISD senior administrators, will be members of the Early College High School Leadership Council (ECHSLC). Members of the ECHSLC may also include TEA and UTEP Representatives, EPCC President, EPCC Vice President of Instruction and Workforce Education, and EPCC Vice President of Student and Enrollment Services. 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 ECHSLC will facilitate the coordination of activities and events (such as joint professional development) across the PTECHS. The ECHSLC meets biannually.**

**18. Marketing**

**EPCC and EPISD PTECHS 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. EPISD and PTECHS will state "PTECHS are a partnership between EPCC and EPISD" when speaking, presenting, or discussing the program 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 include EPISD and EPCC with respective logos. These presentations and materials will need advance review and approval by EPISD and EPCC respective marketing/community relations personnel.**

**19. Renewal or Termination**

**Upon completion of the initial term, this Agreement shall automatically renew for successive terms of one (1) year each, unless either party gives written notice of nonrenewal at least ninety (90) days prior to the end of the initial or 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 any term upon (90) days written notice to the other party. In the event of termination, the effective date of termination shall be 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, as this may disrupt the academic progress of the PTECHS students, unless the parties so agree. In the event of termination, PTECHS will continue operations through the grade eleven (11) cohort's scheduled graduation. Services to enrolled grade nine (9) and ten (10) students may be continued through graduation of those cohorts by agreement. While in the process of discontinuing operation, PTECHS may not enroll any additional students in grades that have been phased out; however, the PTECHS will continue to meet all the required design elements and provide full support for all students enrolled.**

**20. Liability of EPCC and EPISD**

**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. EPISD 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 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. EPISD and EPCC expressly reserve all rights of governmental immunity or sovereign immunity from suit or liability, to the extent allowed by applicable law.**

**21. Miscellaneous**

1. **Integrated Agreement**

**This Agreement constitutes the entire agreement of the parties concerning the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.**

1. **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**

**9050 Viscount Blvd.**

**El Paso, TX 79925**

**Attn: President**

**El Paso Independent School District**

**6531 Boeing Drive**

**El Paso, TX 79925**

**Attn: Superintendent**

1. **Compliance with Laws and Regulations**

**The parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders, in their performance under this Agreement**

1. **Interlocal and Current Revenues**

**This Agreement constitutes an "interlocal contract" within the meaning of and as authorized by, the Texas Interlocal Cooperation Act, Section 791.001 et. seq. of the Texas Government Code. The purpose of this Agreement is to provide "governmental functions or services," as therein defined. The parties each represent and warrant they will cover their respective payments/costs, if any, under this Agreement with current revenues available to each.**

1. **Governing Law**

**This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be performed in El Paso County, Texas.**

1. **Assignment Prohibited**

**This Agreement its rights, duties and responsibilities, may not be assigned without the prior written agreement of the parties.**

1. **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.**

1. **Survival.**

**A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.**

**Signed and approved effective as of the date shown above.**

**EL PASO COUNTY COMMUNITY COLLEGE DISTRICT**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**William Serrata, Ph.D., President**

**Approved as to form:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EPCC General Counsel**

**EL PASO INDEPENDENT SCHOOL DISTRICT**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Juan E. Cabrera, Superintendent**

**Approved as to form:**

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**Jeanne C. Collins, EPISD General Counsel**

**EPISD and EPCC PTECH Crosswalk**

**Coronado High School**

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**EPISD and EPCC PTECH Crosswalk**

**El Paso High School**

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**EPISD and EPCC PTECH Crosswalk**

**Franklin High School**

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**EPISD and EPCC PTECH Crosswalk**

**Jefferson High School**

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