

STATE OF TEXAS
COUNTY OF EL PASO

GISD CONTRACT NO. _____
EPCC CONTRACT NO. _____

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made the _____ day of _____, 2004 between the Board of Trustees of the Gadsden Independent School District, a political subdivision of the State of Texas, P.O. Drawer 70, Anthony, New Mexico 88021, hereinafter referred to as "GISD" and El Paso County Community College, a political subdivision of the State of Texas, 919 Hunter Drive, El Paso, Texas 79915, herein referred to as "EPCC".

This Agreement constitutes an "interlocal contract" within the meaning of, and authorized by, the Texas Education Code, Sections 44.031(a)(5) and 130.008.

Recitals

It is the desire of GISD to allow certain of its high schools to enroll qualified students at EPCC to qualify for college level credit. It is the desire of EPCC to enroll qualified GISD students for the purpose of completing college level courses.

GISD Responsibilities

Each participating High School will be responsible for the following:

1. To identify and certify students qualified to participate in the **Concurrent Dual Credit College Enrollment Program**.
2. To provide adequate classroom and other learning facilities to EPCC on a **"No Fee" Basis**.
3. To identify credentialed and otherwise qualified teachers to apply to EPCC for participation in the program.
4. To provide a qualified contact person to act as liaison with EPCC with regard to all program matters.
5. To enroll students, on a semester basis, as defined below, and to prepare and provide EPCC with a roster of each class.

EPCC Responsibilities

EPCC will be responsible for the following:

1. To provide credentialed course offerings as configured and agreed to by both parties.
2. To predominantly use the facilities of GISD to conduct said instruction, but may use EPCC facilities as appropriate.
3. To interview and contact instructors from the high school generated pool of GISD teacher applicants for assignment as faculty in the program. All instructors must meet the minimal requirements as specified by the Commission on Colleges of the Southern Association of Colleges and Schools. Official Transcripts of instructor credentials must be kept on file at the college.
4. To select, supervise, and evaluate instructors using the same or comparable procedures used for faculty at the main campus (to include on site visits).
5. To test all participating students as deemed appropriate for student enrollment.
6. To award college credit upon successful completion of course work by each participant.
7. To provide a certified report of grades to GISD/High School for each participating student, at the end of each course.
8. To conduct each class using the Highest Standards, as defined by Texas Education Agency in the conduct of each class.
9. To identify a person to act as a liaison with all GISD high schools, at no charge to the GISD/High School.
10. To maintain appropriate records, on a high school basis, necessary for appropriate administration of the program. EPCC agrees to make such records available for any GISD audit requirement.

Term

This Contract shall commence upon approval and shall remain in effect until one or both of the parties agrees to its termination as hereafter provided.

Calendar Coordination and Cooperation

The parties will work to coordinate all activities to comply with individual calendars. Both parties also agree to perform to meet the spirit of the agreement's purpose which is to promote the highest standards of learning for all participating students.

Compensation

GISD teachers will be compensated by the GISD in accordance with the GISD's Standard Teacher Salary Schedule. It is not contemplated that GISD teachers will be teaching any classes in addition to their regular workload by virtue of their participation in the Program, so

it is not contemplated that they will receive any supplemental compensation from the GISD over and above their regular salaries. Said teachers will not receive any monetary compensation from EPCC for their participation in the Program. GISD instructors teaching courses which result in the award of concurrent credit must meet the same standards, review, and approval procedures used by the college to select faculty responsible for teaching the same courses at the main campus of the college. Instructors will teach courses on a volunteer basis and are entitled to all the rights and privileges accorded any EPCC part-time faculty member. EPCC will waive tuition and designated fees for students enrolled in the Concurrent Dual Credit Enrollment Program.

Amendment

This agreement may be amended, as necessary, with the written approval of both parties.

Independent Contractor Relationship

Nothing contained herein shall be construed as creating the relationship of employer and employee between the parties and each party shall be deemed at all times to be an independent contractor.

Reimbursement

Each high school will reimburse EPCC for any standard testing needed for student enrollment.

Indemnification

Neither party shall be subject to any obligations or liabilities of the other incurred in the performance of this agreement. Nothing herein is intended to alter or amend the immunities applicable to the parties under the law.

Law Governing Contract

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.

Successors and Assigns

This agreement shall be binding on both parties and their successors and assigns. Neither GISD nor EPCC shall assign, sublet or transfer any interest in this agreement without the prior written consent of the other.

Termination

Either party may terminate this Agreement with 90 days due notice to the other party's address prior to the commencement of any semester, on a "without cause" basis.

The Contract may also be terminated by: A) mutual agreement of the parties, at any time; or B) By GISD if funding is or becomes unavailable and GISD documents the same to EPCC by written notice at least forty-five (45) calendar days prior to such termination; or C) By either party if Act of God or operation of law prevents performance of this contract by either party.

This agreement constitutes and expresses the entire agreement of the parties hereto in reference to the Concurrent Dual Credit College Enrollment Program, and in reference to any of the matters or things herein provided for, or herein before discussed or mentioned in reference to the contracting for such Program, all promises, representations, and understandings relative thereto being merged.

EXECUTED at El Paso, Texas on the day and year first above mentioned.

**EL PASO COUNTY COMMUNITY
COLLEGE DISTRICT**

**GADSDEN INDEPENDENT
SCHOOL DISTRICT**

Dr. Richard Rhodes (Date)
President

Mr. Ronald Haugen (Date)
Superintendent

Mr. Tim Nugent (Date)
Vice President, Student Services

Dr. Dennis Brown (Date)
Vice President, Instruction