



Memorandum of Agreement

Between

El Paso Independent School District

And

El Paso County Community College District

This agreement is made by and between the El Paso Independent School District, hereinafter "EPISD", 1101 N. Stanton St, El Paso, Texas, 79902 and El Paso County Community College District (EPCC), P.O. Box 20500, El Paso, Texas 79998-0500, Hereinafter "EPCC".

- I. **SCOPE OF AGREEMENT:** To develop and provide a dual credit course of entry-level PTA course, PTHA 1309, at the high school level which will provide students the opportunity to participate as dual-credit or articulated credit students. The PTHA 1309 course will be taught at Silva Magnet High School.
- II. **PERFORMANCE PERIOD:** The term of this agreement shall be from August 1, 2023, through May 15, 2024. This agreement may be extended for future annual periods by an amendment to this agreement signed by both parties, which includes the amount of funding for that renewal period and any changes or additions to the terms and conditions of this agreement.
- III. **Funding:**
 1. In return for the services provided by EPCC as are required by this Agreement for this annual period, the EPISD at this moment agrees to pay EPCC the sum of \$13,425.70 of four (4) equal payments shall be made quarterly in the sum of \$3,356.42 invoiced at the beginning of October, December, February, and May. This annual funding level is based on the cost to EPCC for instructors' salaries, instructional coordination, associated fringe benefits, and administrative support. The total cost will be required to conduct 1 class at Silva Magnet High School.
 2. Any additional or expanded services falling within the scope of this agreement, including the cost thereof, which the parties mutually agree to, shall be implemented by a written amendment signed by both parties. The authorizing written amendment shall specify any associated billing, payment process, and schedules.
 3. Any additional meetings required by the school district beyond the scope of this agreement, such as site development and training sessions, must be requested in advance in writing by someone in authority and approved by the program coordinator. EPCC will generate an invoice for the specific faculty cost and submit it to the EPISD for payment.

IV. **Definitions:**

1. **Articulated Credit:** A course taken in high school, usually by juniors or seniors determined to have the same course content as an EPCC course. Students must earn a minimum grade, usually 80 or 85, graduate from high school, enroll at EPCC, declare a major in a field that requires the articulated course, and then have

their transcript evaluated.

2. **Dual Credit:** A process by which a high school junior or senior student enrolls in a college course and receives simultaneous academic credit for the course from the college and high school.
3. **FERPA:** Family Education Rights and Privacy Act of 1974 (20 U.S.C. paragraphs 123234 CFR Part 99)
4. **HIPAA:** Health Information Portability and Accountability Act of 1996.
5. **HSTE:** Health Science Technology Education.
6. **Student/Instructor Ratios:** The approved class(s) size may not exceed twelve (12) students to maintain the appropriate ratio during skills practice.
7. **TEA:** Texas Education Agency.

V. RESPONSIBILITIES OF EPISD

EPISD agrees to:

1. Abide by the college's dual credit policies and procedures for all dual credit students.
2. Offer 1 high school course in health occupations using the current curriculum from the PTA degree plan, mainly PTHA 1309.
3. Provide all course materials, including textbooks, workbooks, equipment, and supplies required for the EPCC PTA Program. All equipment and supplies must be contemporary and in good working condition. Either paper or electronic, textbooks and workbooks shall be the current publication identified by EPCC.
4. Provide a secure storage area for records, equipment, supplies, and materials utilized in the PTA course offered.
5. Coordinate with EPCC to award high school students' dual credit and /or articulation grades upon completing the PTHA 1309 course.
6. Provide technical support for all classroom computers, monitors, and audio-visual equipment to ensure that all equipment is maintained in working order in class and by students for course work if student enrolls at EPCC
7. Conduct annual updates of articulation and dual credit documents to ensure adherence to established procedures for maintaining articulation and dual credit instruction.
8. Provide adequate laboratory and classroom space for the PTHA 1309 course.
9. Maintain a community-based health occupations advisory committee with

representation from the EPCC PTA program.

10. Maintain minimum professional practice (liability) insurance for the EPISD's articulated students enrolled in the high school PTA program.
11. Provide input on evaluating the performance of the faculty members assigned to the PTA program.
12. Provide information on student performance to EPCC for program evaluation and reporting to accrediting agencies.
13. Participate in site visits from accrediting agencies upon request.
14. Maintain all required student and faculty records with due regard to the requirements of FERPA and HIPAA.

VI. RESPONSIBILITIES OF EPCC

EPCC agrees to:

1. In consultation with EPISD and based on student enrollment numbers, provide faculty member(s) meeting EPCC credentialing requirements for the position. The faculty assigned will be responsible for delivering PTA education and training only. A class shall not exceed twelve (12) students per instructor. EPCC shall provide appropriately credentialed instructors as substitutes when necessary.
2. Be solely responsible for payment of all wages, taxes, insurance, and benefits due to or on behalf of any EPCC employee because of their employment by EPCC. EPCC will at all times be the employer of record of faculty assigned under this contract.
3. No later than thirty (30) days before the first-class session, provide a master copy (at no cost to EPISD) of the course packet PTHA 1309 to EPISD for duplication as necessary for student use.
4. Maintain an EPISD representative to the PTA Advisory Committee at EPCC.
5. Maintain all required student records with due regard to the requirements of FERPA (including EPISD policies on such records) and HIPAA.
6. Comply with applicable law and EPISD policies relative to criminal background history certifications for EPCC employees assigned to EPISD campuses.

VII. AMENDMENTS

The agreement may be amended in whole or part by a written amendment signed by both parties.

VIII. TERMINATIONS

This agreement may be terminated in whole or part by either party giving thirty (30) days written notice to the other party. Such notice shall be sent by certified mail, return receipt requested, to the other party's address as listed above. However, such termination shall not take effect with regard to students already enrolled in a specific PTHA course of the program until such time as those students have completed their respective program of study or until alternative arrangements have been established. Associated obligations and costs shall be

stabled as part of a written termination agreement signed by both parties and which shall be incorporated as part of this agreement.

IX. **THIRD-PARTY BENEFICIARY**

Nothing in this agreement is intended to or does operate to create any third-party beneficiary rights.

X. **RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement shall be construed as establishing a legal partnership or joint obligation among the parties hereto. Each party retains the right to conduct its business as it sees fit.

XI. **LIABILITIES OF THE PARTIES**

This agreement is intended to alter or reallocate any defense or immunity presently authorized by law or to create or alter any liability arising under the law. EPISD and EPCC shall each bear any liability or risk of loss for claims arising from acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its officers, agents, or employees performing duties under this agreement. Neither shall be liable or responsible for the acts or omissions of the other's officers, agents, or employees. EPISD and EPCC expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability to the extent provided by applicable law. This agreement does not create any obligation by one party to indemnify the other.

XII. **DISPUTES**

Should any dispute concerning any fact, interpretation, allowable costs, or other matter arise during the performance of this agreement, it shall be resolved as follows:

1. Every reasonable effort shall be made to resolve said disputes) through informal discussions between EPCC'S Project Coordinator and the assigned representative of the EPISD
2. Should informal discussions fail to resolve any disputed issues(as) within a reasonable amount of time, or within five (5) working days following a written request by the EPISD for informal discussion, EPCC shall issue a written statement that (1) identifies the unresolved issue(s), (2) states the history and facts underlying the issue(s), (3) clearly states EPCC's determination regarding the said issue(s) and the basis for EPCC's determination(s), and (4) includes a statement that the determination is final according to EPCC.
3. Following receipt of this determination by the EPISD, either party may pursue any other legal remedies that may be available to the party.
4. In the alternative, if agreeable to both parties and subject to terms and conditions agreeable to both parties, a dispute(s) may be resolved through mediation.

XIII. APPLICABLE LAW

This agreement shall be construed and enforced in accordance with the laws of the United States of America and the State of Texas.

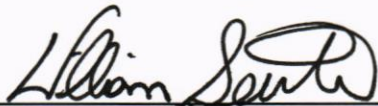
XIV. ENTIRETY OF AGREEMENT

This agreement shall constitute the entire and only agreement between the parties relating to the project described therein: and supersedes all prior agreements and discussions, whether written or oral.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

Signatures:

For: El Paso County Community College District



William Serrata, Ph.D.
President, El Paso County Community College District

Date: 6/30/23

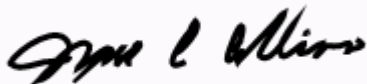
For: El Paso Independent School District

Diana Sayavedra, M. Ed.
Superintendent of Schools

Date: _____

Approved as to Form

Signed: Thursday, August 31, 2023



Signed: Thursday, August 31, 2023