

## Interlocal Cooperation Contract For Student Data Sharing

This Interlocal Cooperation Contract (“Contract”) is made and entered into effective August 15, 2023 (“Effective Date”) by and between The University Texas Permian Basin (“University” or “UTPB”), a Texas state agency and institution within The University of Texas System, and Ector County Independent School District (“District” or “ECISD”) (collectively, “Contracting Parties”), a political subdivision of the state of Texas pursuant to authority granted in and in compliance with Chapter 791, Texas Government Code. This Contract is for the three-year period of 2023 through 2026, subject to renewal upon agreement of the parties.

### **PURPOSE:**

The purpose of this Contract is to exchange information between UTPB and ECISD. This Contract will increase the efficiency and effectiveness of the Contracting Parties.

### **STATEMENT OF SERVICES TO BE PERFORMED:**

1. ECISD and UTPB have entered into an agreement to exchange student directory information pursuant to The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
2. FERPA provides for the release of student directory information, as defined by 20 U.S.C. § 1232g(a)(5)(A) and (B) and 34 CFR Part 99.37, which includes the discretion to release directory information without obtaining prior consent, provided the student or, where relevant, parent, has not opted out of sharing the student’s directory information (20 U.S.C. § 1232g(a)(5)(A), (b); 34 CFR Part 99.31(a)(11)).
3. The information shall be produced by the University and the District biannually, by the end of the Spring and Fall semesters.
4. Exhibit A to this agreement includes the current directory information for both UTPB and ECISD.
5. For all relevant students who have not opted out of sharing their directory information, UTPB shall provide ECISD the directory information of former UTPB students who graduated from ECISD and have stopped attendance at UTPB prior to graduation.
  - a. For the first production under this agreement, UTPB will provide this information for the past six (6) years. After this initial production, UTPB will provide this information for the preceding year.
  - b. UTPB shall provide directory information to ECISD, including but not limited to the following categories:
    - i. Name;
    - ii. Local and permanent address;
    - iii. Email address
    - iv. Telephone number;
    - v. Field of study;

- vi. Dates of attendance;
  - vii. Enrollment status;
  - viii. Student classification (freshman, sophomore, etc.);
  - ix. Most recent previous educational agency or institution attended
6. For all ECISD students who have not opted out of sharing their directory information, the District shall provide UTPB with the directory information of its current ECISD students at the time of production.
- a. ECISD shall provide directory information to UTPB, including but not limited to the following categories:
    - i. Student Name;
    - ii. Address;
    - iii. Telephone listing;
    - iv. Email address;
    - v. High School Name;
    - vi. Major field of study;
    - vii. Diploma Type;
    - viii. Degrees, honors, and awards received;
    - ix. Dates of attendance;
    - x. Grade level;
    - xi. Participation in officially recognized activities and sports;
7. While FERPA allows the release of the directory information to be exchanged pursuant to this agreement, the University and the District acknowledge that this information contains student personally identifiable information and should be maintained and treated as confidential to the extent required and allowed by law.
8. To the extent UTPB wishes to conduct a survey of students whose information was provided by ECISD, UTPB will provide notice to ECISD and conduct all surveys in accordance with the requirements of the Protection of Pupils Rights Amendment ("PPRA").

**CONTRACT AMOUNT:**

9. There is no cost for the exchange of the data outlined in this Contract. No funds will be exchanged.

**WARRANTIES:**

10. UTPB warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Chapter 72 Texas Education Code, and Chapter 791, Texas Government Code; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

11. ECISD warrants (1) it has authority to perform the services under authority granted in Section 44.031 Texas Education Code and Chapter 791, Texas Government Code; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.
12. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Ector County, Texas

### **PUBLIC RECORDS**

13. It will be the independent responsibility of Receiving Party and Performing Party to comply with Chapter 552, Texas Government Code (Public Information Act), as it applies to the Contracting Parties' respective information.

### **NOTICE**

14. Notices, consents, approvals, demands, requests, or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, or email (to the extent an email address is set forth below) when received:

If to UTPB:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

If to ECISD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

*By signing, I certify that I have read and agree with the terms of the Data Sharing Agreement and I am authorized to sign and execute on behalf of my institution.*

The University of Texas Permian Basin  
BY: Dr. Sandra Woodley  
TITLE: UTPB President  
DATE: 8/15/2023

Ector County Independent School District  
BY: Dr. Scott Muri  
TITLE: ECISD Superintendent of Schools  
DATE: 8/15/2023

## EXHIBIT A

### DIRECTORY INFORMATION

UTPB has identified the following as Student Directory Information:

- Name
- Local and permanent addresses
- Email address
- Telephone number
- Place of birth
- Field of study
- Dates of attendance
- Enrollment status
- Student classification (freshman, sophomore, etc.)
- Degrees awarded
- Certificates awarded
- Photograph
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Most recent previous educational agency or institution attended

ECISD has identified the following as Student Directory Information:

- Student name,
- Address,
- Telephone listing,
- Email address,
- Photograph,
- Date and place of birth,
- Major field of study,
- Degrees, honors, and awards received,
- Dates of attendance,
- Grade level,
- Most recent school previously attended,
- Participation in officially recognized activities and sports, and
- Height and weight (if a member of an athletic team)