




## MOUs, District Contracts, and Any Other Documents Requiring Executive Director Approval

Please attach this form to above-mentioned documents for Administrator Approval **PRIOR** to submitting to Executive Director.


The administrator signing below certifies that the tasked assignment on attached documents cannot be performed by any Region One ESC employee.

  
Alex Flores (Aug 21, 2024 16:57 CDT)

Coordinator/Director

  
Adrian Garcia (Aug 21, 2024 16:59 CDT)

Deputy Director

  
Daniel King (Aug 21, 2024 17:03 CDT)

Executive Director

## **Interlocal Cooperation Contract for Data Sharing and Cooperation Between South Texas College and Region One Education Service Center**

**Purpose:** This Interlocal Cooperation Contract ("Agreement") is made by and between South Texas College (hereafter "STC") and Region One Education Service Center (hereafter "Region One ESC"). The purpose of this Agreement is to accurately identify and report student information relating to STC's dual credit students for the Financial Aid for Swift Transfer (FAST) program. The goal is to maximize the funding provided to eligible students by ensuring accurate demographic and eligibility data.

### **Parties:**

#### **1. South Texas College (STC)**

- Address: 3201 W Pecan Blvd, McAllen, TX 78501
- Contact Person: Serkan Celtek
- Email: sbceltek@southtexascollege.edu
- Phone: 956-872-5548

#### **2. Region One Education Service Center (Region One ESC)**

- Address: 1900 W. Schunior St., Edinburg, TX 78541
- Contact Person: Adrian Garcia
- Email: adgarcia@esc1.net
- Phone: 956-984-6063

**Authority:** This Agreement is entered into pursuant to the authority granted and in conformity with Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act.

### **Scope of Cooperation:**

#### **1. Data Sharing:**

- Within a reasonable time following the commencement of each academic semester, STC will provide Region One ESC with a list of all dual credit students' demographic information needed to achieve the purposes of this Agreement including, but not limited to, names, Texas Student Data System (TSDS) Unique IDs, and Economic Disadvantage identifiers.

- Region One ESC will review the provided data and run it through matching logic to identify any missing information.

**2. Data Verification:**

- Region One ESC will verify the accuracy of the demographic data against Public Education Information Management System (“PEIMS”) reported data.
- Region One ESC will provide STC with updated and corrected student information, including a list and description of any additional data required to accurately identify eligible students for the FAST program.

**3. Confidentiality and Data Security:**

- Both parties agree to maintain the confidentiality of the shared data and comply with all applicable federal and state laws regarding student privacy, including FERPA.
- Both parties will implement appropriate technical and organizational measures to ensure the security of the data.
- Both parties agree to protect, using reasonable data security procedures, any confidential student information it receives or accesses that could make a student’s identity traceable. Both parties agree that the data shall be treated as FERPA-confidential and in accordance with applicable law, including Chapter 521 of the Texas Business and Commerce Code (to the extent applicable), and in accordance with this Agreement, regardless of which party possesses the data. This provision shall survive the termination of this Agreement.
- In the event either party suffers a data breach, that party agrees to comply with all notification requirements and, to the extent permitted by Texas law, to indemnify and hold harmless the other party against any claims or damages arising out of such data breach.

**4. Use of Data:**

- The data shared under this Agreement will be used solely for the purpose of identifying and reporting eligible students for the FAST program.
- Neither party will disclose the data to any third party without the prior written consent of the other party.

**5. Term:**

- Unless earlier terminated, this Agreement shall be effective from the date of execution and will remain in effect for two years as a pilot program during which Region One ESC will not charge a fee for its services.

**6. Termination:**

- This Agreement may be terminated without liability by either party for any reason, with or without cause, by providing 30 days' written notice to the other party.
- Upon termination, without unreasonable delay, both parties agree to return or destroy all shared data in their possession.

**Miscellaneous:**

**1. No Assignment:**

- Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

**2. Governing Law:**

- This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**3. Severability:**

- If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

**4. Entire Agreement:**

- This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings, whether written or oral, with respect to the subject matter hereof.

**5. Amendments:**

- Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

**6. Counterparts:**

- This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**7. Notice:**

- Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person, by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, to the addresses set forth above.

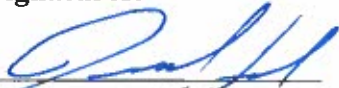
**8. Relationship of the Parties:**

- Nothing in this Agreement will create or imply an agency relationship between the parties hereto nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. Neither the parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the parties, no party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the obligations, activities, efforts or services arising under the terms of this Agreement.

**9. Waiver of Conflict of Interest:**

- Both parties acknowledge that the law firm of O'Hanlon, Demerath & Castillo represents both STC and Region One ESC. Both parties waive any potential conflicts of interest from the representation by the same law firm solely with respect to the drafting of this Agreement. This waiver is made in accordance with the Texas Disciplinary Rules of Professional Conduct.

**Signatures:**



Dr. Ricardo J. Solis

President

South Texas College

Date: AUG 20 2024



Daniel King (Aug 21, 2024 17:03 CDT)

Dr. Daniel P. King

Executive Director

Region One Education Service Center

Date: \_\_\_\_\_












# STC Region One Contract

Final Audit Report

2024-08-21

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